BUSINESS MADE EASY

Some laws governing Business

By:
Maulana Muhammad Aashiq Illahi Buland
Shehri Muhajir Madani

Translated By:
Mufti Afzal Hossen Elias
(May Allah Protect him)



ZAM ZAM PUBLISHERS

Business Made Easy

Some laws governing Business

By:
Maulana Muhammad Aashiq Illahi Buland
Shahri Muhajir Madani (رحمه الله تعالى)
Translated By:
Mufti Afzal Hossen Elias

Published By:
ZAM ZAM PUBLISHERS

First Authorized Edition 2007

Title : Business Made Easy

By : Maulana Muhammad Aashiq Illahi Buland Shahri Muhajir Madani رحمہ اللہ تعالیٰ

Translated By : Mufti Afzal Hoosen Elias

First Published : Dec 2007

Published by:

Zam Zam Publishers

Urdu Bazar Karachi-Pakistan.

Ph : 0092-21-2760374
: 0092-21-2761671

Fax : 0092-21-2725673

E-mail : zamzam01@cyber.net.pk
: info@zamzampub.com

Visit Our Website

http//www.zamzampub.com

Books Also Available in :

* United Kingdom

AL-FAROOQ INTERNATIONAL
68, Asfordby Street Leicester
LE5-3QG

Azhar Academy Ltd.
54-68 Little Ilford Lane Manor
Part London E12 5QA

* South Africa

Madrasah Arabia Islamia
P.O. Box 9786
Azaadville 1750 South Africa
E-mail: darulutum@webmail.co.za

* Zambia

Gangat's
P.O. Box 33319
Lusaka Zambia
Ph: +260-95-880990

* United States of America

ISLAMIC BOOK CENTRE
119-121 Halliwell Road, Bolton Bl1 3NE

Contents



FOREWARD

All praise in reality is only for Allaah. We laud Him and beseech His aid and beg forgiveness from only Him and believe in Him and rely solely on Him. We seek salvation in Him from the evils of our inner selves and the vices of our actions. There is none to misguide one whom Allaah intends to guide and there is none to guide whom Allaah intends to mislead. I bear witness that there is no one worthy of worship only Allaah, the One who has no partner. I also testify that Hadhrat Muhammad (ﷺ) is the faithful servant and the Last Rasul of Allaah. May Allaah Ta'ala's mercy be on him, his family and his Sahabaah (رضي الله تعالى عنهم Ajmaeen) and may He bless them and raise their status.

"Muhtasar Quduri" of Abi Al - Hussein Ahmed bin Muhammad bin Ahmad bin Jafar bin Hamadaan al Bagdadhi Al Quduri (رحمه الله تعالى) is a standard Hanafi Jurisprudic text taught in most Darul Ulooms and institutes of learning throughout the world. It is acclaimed and every scholar knows the value of the text.

Mufti Aashiq Illahi Bulanshari Muhajir Madani wrote a Arabic commentary of "Muhtasar Quduri", entitled "Al Tahseel as Zuhruri li Masali al Quduri", in an easy to follow Question and Answer system. Many institutes have included it in their Syllabus, already.

We have rendered relevant sections of "Kitaabul Buyoo" (Book on Transactions), into English.

Deen is complete. Every aspect of life can be designed on Islaamic basics. By studying and

practising on the laws as stipulated, one's earnings will become pure, halaal and naturally full of Barakaat (Blessings).

One cannot over emphasise the importance of earning halaal (Islaamically permissable) and these days un - Islaamic economic methods are being forced via open and free based economic systems which rotate around interest, the root of financial evil and destruction.

We make duaa the book is studied with a view to practice and new avenues with further questions on Islaamic Economics develop.

May Allaah grant us the ability to practise?

A.H.ELIAS (MUFTI)
1421 / 2001



KITAABUL BUYOO`
(BUSINESS TRANSACTIONS)

No 1. GENERAL

Q-1: What is (the definition of) a transaction of sale?

Ans: It is the exchange of one commodity for another commodity with the (happy) consent of the transactors.

Q-2: How is a sale contracted?

Ans: A sale is contracted with offer and acceptance, which is effected in the past tense (i.e .the words used for offer and acceptance is to be in the past tense). It will be as though one of the transactors (contractors) is saying : 'I sold (this article) to you' and the other is saying : 'I have bought it from you'.

Q-3: If one of the transactors stipulates the sale (by making an offer or acceptance), will the sale then be binding upon the other person?

Ans: A sale is not binding by offer (or acceptance) alone. In fact it will only be binding if both, the offer and acceptance are affected. If one of the contracting parties places an offer of sale, then the other has a choice, if he pleases he may accept or reject during that same sitting. If he accepts then the sale will be binding. In the case of acceptance, neither of the parties will have a choice (of rescinding the sale).

Q-4: Why is the acceptance limited to the same sitting?

Ans: Because if one of the parties places the offer of sale, then he goes away from that place or the other

person goes away before the acceptance is made, then the offer of sale will be rendered null and void (invalid).

Q-5: When the sale has been concluded, does the buyer have any recourse to choice (i.e. is there a possibility of cancelling the sale or returning the goods for some or any other reason)?

Ans: Yes, he has that choice, if a fault is found on the article that he purchased. If he desires he may return it or he may keep it. Similarly, the buyer has a choice of returning or keeping the article if he had purchased it without seeing it.

Q-6: Is a credit sale permissible?

Ans: A sale is permissible with cash or credit, however in a credit sale, the duration (and all terms) of credit must be known at the time of sale.

Q-7: A person bought goods by indicating towards it, however the quantity of the article was not specified, neither by weight nor measure. Alternatively, two persons traded one type of commodity for another (amongst themselves) without specifying the quantities, but this trade was affected by indication (eg. One says 'I trade this box of pens for that heap of wheat). Are these two sales valid?

Ans: Yes both sales are valid. Because the exchange which is indicated towards (either the currency or solid article), does not necessitate a description of its quantity for the permissibility of the sale. Because surely an indication is in itself a means of description.

Q-8: If a currency is specified, but neither the type nor quantity is given (specified), what is the ruling of this type of sale?

Ans: If the currency is specified eg. A person said 'I bought from you (x Article) in exchange for silver (or gold or dinars or dirhams or rands or wheat), but neither type, nor quantity is specified, then such a sale is invalid. To specify quantity is an inherent condition of any sale. A sale will be valid if one says : ' I have bought (X article) in exchange for these (X amount) dirhams', and he specifies the type, eg. Misri (Egyptian) or Shaami (Syrian) dirhams and he specify the quality, eg. Perfectly minted or imperfect coins.

Q-9: If a currency is specified, but the description thereof is not, eg. If a person says ' I have sold for ten dirhams.' And in that city there are different types (qualities) of dirhams, but all are of the same value. Will the sale be valid in this case if the buyer accepts?

Ans: If it is like this, then it will be valid. That type (quality) of dirham will apply in this sale which is in general use by the dwellers of that place.

Q-10: Dirham is specified, but in that place (where sale occurred) there are different types of dirhams of varying value. Will a ruling of the validity of the sale be given in this instance?

Ans: If the monetary value of the different dirhams differ, then the sale is Faasid (imperfect), unless one specific type of dirham and the quantity is mentioned.

Q-11: Is the sale of food and grain valid if executed by measure or estimate?

Ans: The sale of food is valid if done in exchange for dirham, dinar, money or grain. However the sale of food for food (both of same type) will not be valid by estimate, because there is a possibility of Riba (interest).

Q-12: One person said to another ' I sold (am selling to you) this container full of wheat', and the other accepts notwithstanding the fact that he does not know the precise quantity (capacity) of the container when filled. Will this sale be valid?

Ans: The sale of a specific filled container is valid even though the exact capacity thereof is unknown.

Q-13: What is the ruling of a sale executed by using a stone of unknown weight as a measure?

Ans: This too, is valid and permissible.

Q-14: A person sells a heap of grain stipulating each qafeez (measure of weight) for a dirham. Is such a sale valid?

Ans: The sale of only one qafeez will be valid in this instance and invalid for the rest, unless the total weight is specified at time of sale.

Q-15: A person sold a flock of sheep and said ' each sheep for a dirham'. What is the ruling in this case?

Ans: The sale is Faasid with regard to the whole flock.

Q-16: What is the ruling regarding a person selling cloth in length (a roll of cloth), each length (eg. metre) for a dirham, and the total length is not stated?

Ans: This sale is neither valid for one length (metre) nor for the entire roll.

Q-17: What is the ruling regarding the person selling a heap of food, stating that it is a hundred qafeez and it costs a hundred dirhams. Thereafter the buyer finds that it is less than a hundred qafeez?

Ans: The buyer has a choice. If he wishes he may take this heap for its proportionate value or he may cancel the sale.

Q-18: What if the heap is more than 100 qafeez?

Ans: The excess is the sellers.

Q-19: A person buys cloth accepting it to be 10 metres for ten dirhams, or he buys 100 metre squared land for 100 dirhams. What is the ruling if the buyer finds this cloth or land to be less than what the seller stated it to be?

Ans: The buyer has a choice. If he wishes he may take it for the full price or he may leave it.

Q-20: What if he finds it to be more than what was specified?

Ans: The entire commodity will be the buyers for the price agreed upon. The seller has no choice. This applies to land as well.

Q-21: What is the ruling in this case that the seller says ' I sold (am selling) this to you - it is a 100 metres for a 100 dirhams, each metre for one dirham.' Then the buyer finds it to be more or less?

Ans: If it is less than specified, then the buyer has a choice to either take it for the proportionate value or to leave it. If it is more, then he has a choice to either take all for the proportionate value or he may cancel the sale.

Q-22: If the seller says ' I sold this bale of cloth to you - it comprises 10 pieces of cloth for a 100 dirhams, each cloth is 10 dirhams.' Thereafter the bale is found to be more or less than 10 pieces. What is the ruling?

Ans: If it is less than 10 pieces, then the sale will be valid for the proportionate value. If it is more than 10 pieces then the sale is Faasid.

Q-23: A person sells a house and does not mention except the house (i.e. no mention of the fixtures, fittings etc.). What is included in this sale?

Ans: If one sells a house, then the following are included in the sale, even if not mentioned; the courtyard, the structure (walls, roof, doors, windows etc.), and the keys of the locks.

Q-24: What is the ruling regarding the sale of that land which has date-palms and other trees?

Ans: Date-palms and other trees will be included in the sale of land whether specified or not.

Q-25: What is the ruling if a land is sold whereupon there are plantations (i.e. the land was cultivated), and the cultivation's are not specified in the sale?

Ans: Plantations are not included in the sale of land unless specified.

Q-26: If a date-palm or a tree is sold whilst it has dates or fruits still growing upon it, then who does the fruit belong to?

Ans: The fruit belongs to the seller, unless the buyer has specified otherwise. It will be said to the seller ' Remove your fruits and hand over the tree to the buyer.'

Q-27: Is it permissible to sell unripe fruits whilst still on a tree?

Ans: It is permissible to sell fruit on a tree, whether it has ripened or not. It will be necessary for the buyer to remove the fruits in the same condition (of Sale).

Q-28: What if a condition is placed to leave the fruit on the tree till it has ripened?

Ans: This condition will render the sale Faasid.

Q-29: Fruit is sold whilst upon a tree, but a specific quantity is excluded from the sale. Is this type of sale valid?

Ans: No.

Q-30: Is the sale of corn in its ear or beans in its skin valid?

Ans: This will be valid if sold for a different type of commodity. However, if sold for the same type (eg. Corn for corn), then it will be invalid due to a possibility of Riba.

Q-31: If a commodity is sold by weight or measure, and this (i.e. the weight or measure) is so excessive that it necessitates the hiring of a person to measure it, then who will be responsible for this expense?

Ans: The seller.

Q-32: Someone bought an article for dinars (gold coins) or dirhams (silver coins) and the seller requires authenticity (and proper evaluation) of these coins. Who will be liable for the fee of the evaluator?

Ans: The seller.

Q-33: The currency used in a sale is excessive and necessitates someone to count it.
Upon whom is the fee of the counter binding?

Ans: The buyer.

Q-34: Is it necessary for the sold article to be handed over (to buyer) first, or is it necessary for the buyer to hand over the exchange (money) first?

Ans: If the article is sold in exchange for currency, then it will be told to the buyer to hand over the money first, when he has done this then it will be said to the seller to hand over the article of sale.

If one commodity is sold in exchange for another one or one currency is exchanged for another, then it will be said to both the contracting parties to hand over their respective items simultaneously.

No 2. OPTION OF CONDITION (taking on 'appro')

Q-1: What is the ruling regarding the option of placing a condition (i.e. 'Taking on appro') for the buyer or seller?

Ans: This option is valid for both the buyer and the seller.

Q-2: Is there a limit placed on this?

Ans: The limit of option depends on whatever duration is placed by one of the parties, with the happy consent of the other.

Q-3: Two persons contracted a sale, the seller himself specifies a duration of option, and the buyer took possession of the goods. The goods were destroyed by the buyer during this period. What is the ruling?

Ans: The basis of this is, that since the seller placed the condition of choice, the article remains his property. When the buyer took possession of the article, he was in actual fact taking hold of the sellers property. If it is destroyed in his (buyers) possession during this period, then he (buyer) is responsible. He must replace the item, if it is such that it can be replaced (eg. Something which is weighed or measured) or he must compensate the seller the value of the destroyed item, if it cannot be replaced by similar item (eg. A sheep).

Q-4: If the buyer specifies the condition of option upon himself, then will this remove the article from the sellers ownership?

Ans: The buyers' placing the option does not prevent the article coming out of the sellers ownership. However, according to Imaam Abu Hanifa (رحمه الله تعالى) the buyer does not become the owner of the article. Saahibain [Imaams Abu Yusuf and Muhammad (رحمهما الله تعالى)] say that the buyer now owns the article.

Q-5: If the article is destroyed in the hands of the buyer in the condition that he placed the condition of option, who then is responsible for this destroyed an article?

Ans: The responsibility is the buyers and the article is destroyed with its value. This means that the buyer must fulfill to the seller the agreed price of sale.

Q-6: What is the ruling if the buyer made the condition of option and a fault was introduced in the article, whilst it was in his (buyers) hands?

Ans: If the fault is irreparable - eg. the hand of a slave is cut (assuming the article of sale is a slave), then the same law of destruction of the article will apply, i.e. the buyer must hand over the agreed price of sale. If the fault is temporary eg. The slave falls ill, then the buyer still has his choice during the stipulated period. If the duration terminates and the fault is still present, the sale will be binding, due to the buyer failing to return during the specified period.

Q-7: What is the benefit of the option to the stipulator thereof?

Ans: He has the choice of cancelling the sale during this period or he may validate it.

Q-8: Is it necessary for the person who has the option, to cancel or validate the sale in the presence of the other party?

Ans: If he validates the sale in the absence of the other person it will be valid. However, to cancel the sale the presence of the other party is imperative.

Q-9: A slave is sold on this understanding that he is a baker or writer, and the buyer finds the slave otherwise, what can he do?

Ans: The buyer has a choice. If he wishes, he can keep the slave for the full agreed price or he may cancel the sale and return the slave.

Q-10: One of the two parties had the option of condition and he dies prior to this period expiring or before the sale was validated. Does this choice now pass on to his heirs?

Ans: His choice is invalid in this instance. This choice is not passed on to his heirs. The sale is considered complete and binding.

No 3. CHOICE OF SEEING

Q-1: A person buys an article before seeing it. Is such a sale valid or not?

Ans: The sale is valid in such an instance. However, the buyer has a choice after seeing the article, if he wishes he can take it or he may return it. (Note: Buyer can also cancel sale prior to seeing article).

Q-2: Is there a time period regarding this type of choice?

Ans: There is no specific time period. This choice does not fall away until a nullification is not found. The

nullification will be anything which indicates towards or implies consent of buyer.

Q-3: What about a choice for the person who sells an article that he does not see?

Ans: He has no choice (i.e. a person who sells an article without seeing it has no choice of cancellation after he sees the article.)

Q-4: A buyer views the outer facade of a heap of grain, or at the outer cloth whilst it is folded, or at the face or back of an animal. Is such viewing considered, thereby rendering the option of seeing invalid?

Ans: All these types of seeing are taken into consideration, there is no further choice of seeing after this.

Q-5: If one sees the courtyard of a house, without seeing the actual building, is this taken into consideration?

Ans: It is imperative to view the inside of the house, because all houses differ on the inside. Hence, the viewing of the courtyard is not considered.

Q-6: What is the ruling regarding a blind person buying or selling anything?

Ans: A blind person's buying and selling is valid. His choice of 'seeing' is valid when buying.

Q-7: How can he 'see' if he is blind?

Ans: Feeling by hand, if the article is such that it can be identified by touch. By smelling, if it is such that it is recognised by smell. By taste, if it is such that it can be identified by taste. All these are in the place of seeing.

Q-8: How is a blind person supposed to identify land which he intends buying?

Ans: In the purchase of land, the description thereof is sufficient for him. Because surely there is no other way of identification other than this. If it is described to him and he is happy with his purchase, then his choice falls away.

Q-9: What is the ruling of a person who sells the property of someone else without the owners' permission?

Ans: The owner of the goods has a choice in this instance. If he chooses he can cancel or validate the sale. He has the right of permitting the sale if the sold item is still present and the two contracting parties are also present.

Q-10: A person bought 2 pieces of cloth in one transaction. He saw the one piece and only later did he see the other piece. Will it be permissible for him, upon seeing this second piece to return both?

Ans: Yes.

Q-11: A person saw an item and then, after a certain period of time he purchased the same, without seeing it a second time. Is the option of seeing it valid for him or not?

Ans: If the item is still in the same condition that he saw it the first time, then he has no choice of seeing it again. But if it has changed, then he has a choice.

Q-12: A buyer who had a choice of seeing an article, died. What is the ruling regarding this choice of his after his demise?

Ans: The sale is complete (and binding) and the choice of seeing is invalidated. This choice does not pass on to the heirs.

No 4. CHOICE OF FAULT

Q-1: A person bought something, then he is made aware of a fault (in the article), which occurred with the seller. Is it permissible for him to return the article?

Ans: If the buyer did not see the fault at the time of sale nor at the time of taking possession, neither did the seller clarify this fault, then he (buyer) has a choice. If he wishes he may take it for the full price or he may return it.

Q-2: Can the buyer not keep the article and deduct the value of the fault?

Ans: He cannot do this.

Q-3: What type of faults are considered in these mas`aail?

Ans: Anything that necessitates a decrease in value (of an item) in the estimation of the businessmen is regarded as a fault.

Q-4: Explain some faults which render the permissibility of the buyer to return the goods.

Ans: The following are considered as faults in a minor slave (not yet matured): bed-wetting, tendency to run away and theft. When the slave matures then these will not be regarded as faults.

Foul-smelling underarms and bad-breath are regarded as faults in a slave-girl and not in a boy, unless it is due to a sickness. Adultery and having an illegitimate child are regarded as faults in a slave-girl, but not in a boy.

Q-5: A fault in an article was introduced with the buyer, then he was made aware of a fault which came from the seller. What recourse has he now?

Ans: He (buyer) can deduct the value of the defect which came from the seller. He cannot return the article except with the happy consent of the seller, to take it back with the fault which was introduced with the buyer.

Q-6: A person bought some cloth and he cut and sewed it or dyed it, or he bought some grain (flour) and he mixed it with fat (ghee), then he was made aware of a fault (in the cloth or flour) which came from the seller. What is the ruling?

Ans: He (buyer) should deduct the value of the fault. The seller cannot take back his goods.

Q-7: What is the ruling regarding that person who buys a slave and frees it or it dies by him, then he (buyer) is made aware of a fault which was present in the slave whilst it belonged to the seller?

Ans: The buyer should deduct the value of the fault and he cannot return it, because it is not in a position nor worthy of being returned.

Q-8: If the buyer kills a slave or if the sold article is food and the buyer consumes it. Thereafter he is made aware of a fault which came from the seller. Has the buyer claim over anything?

Ans: The buyer can deduct the value of the fault.

Q-9: A person sells a slave, then the buyer in turn resells it. It is returned to the first buyer because of a fault. Is it permissible for him to return it to the original seller?

Ans: If the second seller (i.e. first buyer) accepts it because of a ruling given by a judge then he may

return it to the original seller. If he accepts it without a court ruling then he cannot return it to the original seller.

Q-10: A person buys a commodity and the seller says 'I am not responsible for any fault (i.e sold 'voetstoots'). Then the buyer is made aware of a fault. Can he return it?

Ans: He cannot in this case return the article because of the fault, even though the seller did not mention nor specify any / all the faults.

WARNING: Deceit and concealment of faults in goods of sale are HARAAM.

No 5. FAASID (IMPERFECT), BAATIL (INVALID) AND MAKROOH (IMPERMISSIBLE) SALES

Q-1: Explain the different types of sales with regard to their being valid and invalid.

Ans: Sales are of four types:

1. Valid sale - It is that sale which is valid in the Shariah, both from its inception and in itself. It is legally (acc. to Shariah) correct and free from any prohibitions.
2. Invalid sale -It is that sale which does not conform to the Shariah from the onset. It is not legally binding at all.
3. Imperfect sale -It is that sale which is correct according to the Shariah from its onset, however, it has impermissible characteristics. It will be

regarded as legally binding if it passes on into the buyers ownership (i.e. the impermissible characteristics are removed). Sometimes the Fuqaha designate the term Faasid upon Baatil. [See Bahrur Raaiq page 75, vol.6.]

4. Suspended sale -Like selling the property of someone else. It will be regarded as being suspended in its becoming legally binding. If the owner agrees then it will be valid, otherwise not.

EXAMPLES OF INVALID SALES AND THE LAWS REGARDING IT

Q-1: Briefly explain an example of an invalid sale.

Ans: If one or both the commodities being traded in are Haraam items, or it is such an item which cannot have ownership, then the sale will be invalid.

Q-2: Show some more examples of invalid sales.

Ans: The sale of something which is non-existent is invalid. Also the sale of that which is not regarded as goods, like flowing blood, corpses and carcasses (except locust and fish), a free person, foetus of camel, offspring of an unborn camel, that animal slaughtered Un-Islaamically, untanned skin of a carcass, slaughtered animals mixed with animals which died naturally, human hair, pig hair, human excrement (still in natural state), the sale of that which is not in ones control (except by way of a 'Salam' sale- Insha-Allaah to be explained later), fish in water, birds in the air, milk in the udder, pearls in the oyster, wool on the sheep, wine, pig, slaves with which freemen are mixed and grass still in the pastures.

Q-3: If a person casts his fishing net and says to another that whatever I catch (in this net)this time, will be yours for X amount of money (i.e. price is stipulated). What is the rule regarding this type of sale?

Ans: This sale is invalid, because whatever he is going to net after the contract of sale is concluded is not in his control, nor in his possession at the time of sale.

Q-4: What is the law regarding invalid sales?

Ans: The contract of sale is not concluded, and the buyer does not become the owner of the goods, even if he takes it in his possession.

EXAMPLES OF IMPERFECT SALES AND THE LAW REGARDING IT

Q-1: Explain some examples of imperfect sales.

Ans: The sale of dates on a tree in exchange for dried picked dates measured by estimation. The sale of items where buyer chooses by touching it without seeing it (i.e. in the dark). The sale of cloth where each party flings the cloth to the other and the latter is unaware of exactly what he has purchased. The sale of goods by taking as bought whatever one throws a stone upon [NOTE: These were sales practised upon in the days of ignorance. They are also in vogue nowadays at Haraam fun-fares etc.]. Also, the sale of a pregnant slave-girl or animal where the seller excludes the unborn babe from the sale. The sale of one piece of cloth from a whole piece (this applies to that cutting which will harm the whole big piece and

not to that cutting from a roll as is sold in material shops). The sale of a beam from a ceiling (if this will be harmful to the ceiling, otherwise if it is sold for example from a demolished house, then there will be no harm). The sale of one piece of cloth from a set of two.

Q-2: Is a sale wherein there are conditions placed Faasid?

Ans: Yes. A sale will be Faasid with any condition which is not necessitated by the sale, or will not mend / perfect the sale, or such that it is beneficial to only one of the parties, or the condition will deprive the rightful party to his right, or it does not conform to the generally accepted practice, or the Shariah has not allowed such a condition.

Q-3: Mention some of those conditions which will render a sale Faasid?

Ans: To sell a slave on the condition that the buyer frees it or that the seller uses it for a month after the sale. To sell a house where the seller will stay therein for a stipulated period of time (after the sale). To sell something on condition that the seller will only hand it over at the beginning of the month (after the sale) or that the buyer must give the seller a loan after the sale, or that the buyer give the seller a gift. All these types of conditions render a sale Faasid.

Q-4: What about a person who buys cloth on condition that the seller cuts it and sews a garment? [NOTE: This does not apply to a tailor who charges for both the cloth and the sewing]

Ans: This is Faasid.

Q-5: What is the rule regarding the contract between two persons where the buyer agrees to give the

money in credit and opts to pay on the first day of summer or winter or on the day of the Christians fast or the Jews fats ending?

Ans: This is a Faasid sale as the time for payment is not exactly known. [NOTE: If the exact date of the stipulated day is known then the sale will be valid.]

Q-6: Will the sale be valid if the date of payment is made to be day of harvesting of crops or the picking of grapes or the return of the Hujjaaj?

Ans: No. This is a Faasid sale as the exact dates are not known.

Q-7: If the contracting parties agreed on any of the above, but prior to the due date they both consented to cancel this condition. Will the sale now become valid?

Ans: Yes.

Q-8: Is the sale of dogs, cheetahs and animals of prey valid?

Ans: Yes.

Q-9: What about the sale of silkworms and bees?

Ans: The sale of silkworms is permissible. Bees can only be sold with the beehive.

Q-10: What is the law regarding a Faasid sale?

Ans: If the two contracting parties contract a Faasid sale, and there are two articles of exchange, and each one is regarded as a legitimate commodity and the buyer takes possession of the sold article with the consent of the seller, then the buyer will own the item and the exchange (price) will be binding upon him. However, it is necessary upon both the parties to cancel this sale, as it is Faasid.

[It is necessary for both parties to cancel the sale before taking possession of the goods or after, as long as the sold article is still intact in the hands of the buyer, due to this sale being Faasid. They have sinned and this sin must be removed].

Q-11: Although it was necessary for the contracting parties to cancel the sale, however they did not do so and the buyer went on and sold the article. Will this second sale be regarded as valid?

Ans: Yes.

Q-12: The buyer sold an article which he bought in a Faasid sale and he acquired therefrom profit. What is the law regarding this profit?

A: This profit is not pure for him, he should give it in charity. [The first seller may use his profit from the Faasid sale, not so the buyer if he resells it. The former does not have to give it in charity, whilst the latter has to - 'Bahrur Raaiq']

MISCELLANEOUS MASAA`IL

Q-1: What is the law regarding auctions (where price is increasing)?

Ans: There is no harm in this because Nabi (ﷺ) sold a bowl and a saddle blanket in this way.

Q-2: Is it necessary for the seller in an auction to sell to the last offered price?

Ans: No, it is not binding upon him to accept this. He has a choice. He cannot be forced to accept anything.

Q-3: Is it necessary for the Ahle - Zimmi (those Kuffaar living in a Muslim country) to abide to Islaamic laws of trade, in so far as it being Faasid or valid etc. for them?

Ans: They will be treated in laws of trade as the Muslimeen are, except for pig and wine. Their dealings in wine will be like a Muslim dealing in juice and their dealings in pig will be like a Muslim's dealing in sheep.

IMPERMISSIBLE SALES

Allaah Ta`ala says: " Oh you who believe, when you are called to Salaat on the day of Jum`ua, hasten to the remembrance of Allaah Ta`ala and leave your trade."

The sale executed from the time of the azaan of Jum`ua (before Khutbah) upto the end of the Salaat is prohibited.

Nabi (ﷺ) prohibited the sale of goods where the price is artificially inflated (eg. In an auction when some people bid without the intention of buying, thereby 'encouraging' a higher
price). He also prohibited from bargaining for that article which someone else had already bargained for and agreed upon (also like proposing for a girl where someone else had already proposed and is awaiting an answer). He also prohibited from meeting the caravan before it reached the city (this applies to the old days where a trading caravan was met outside the city and the entire contents bought, where after the goods are resold at a higher price). He also prohibited the selling of the goods of a villager by a city-dweller.

BENEFICIAL NOTE: The perfection and mercy of Islaamic laws can be seen in the following mas`ala.

If one owns two small slaves who are related to one another, it will not be permissible to sell them separately to different people. If one of them is big

and the other is still small then it will be Makrooh to separate them, however the sale will be valid. If both of them are big then there is no harm in separating them.

No 6. CANCELLATION OF A SALE

Q-1: What is Iqaala (cancellation of a sale)? What is the Shar`i law regarding it?

Ans: Cancellation is to rescind a contract already concluded between a buyer and seller. This is permissible, if both parties are consenting and the original price is returned.

Q-2: What if one of the parties agrees to rescind the contract on condition that the price returned is more than or less than the original price?

Ans: This condition is invalid. Only the original price is to be returned.

Q-3: Is a cancellation, an annulment of the original contract or a new contract altogether?

Ans: It is an annulment as far as the contracting parties are concerned, and a new contract as far as a third person who may be involved. [An example of this would be in the following where a person who had a right to purchase property (probably by being a neighbour) and he waive his right to someone else. This person buys the property and thereafter the sale is cancelled. Now the first person can reclaim his right to purchase, as it will be a new contract between him and the owner.]

Q-4: What is the law of cancellation if the price paid or the article sold is destroyed?

Ans: The destruction of the price paid will not prevent the validity of cancellation, however the destruction of the article sold, will.

Q-5: What if only some part of the article sold is destroyed?

Ans: Cancellation of part of article sold is permissible.
BENEFIT: If one of the contracting parties is displeased with the sale and he requests the other to cancel the sale, it is Mustahab for the latter to do so, and in this there is great reward.

No 7. TO SELL AT A PROFIT OR AT COST PRICE

Q-1: What is the explanation according to the Fuqaha of Murabaha (selling at a profit) and Tawlia (selling at cost)?

Ans: Murabaha is to transfer ownership by selling that which one had acquired through a contract of sale for a higher price than one had acquired it for.
Tawlia is to transfer ownership by selling that which one had acquired through a contract of sale for the same price that one had acquired it for (i.e. the cost price).

Q-2: Are there any conditions attached to the validity of Murabaha and Tawlia?

Ans: Murabaha and Tawlia are not valid until the goods of exchange thereof is from amongst those things which are replaceable, eg. a weighed or measured commodity.

Q-3: A man buys some cloth for example and he labours over it, i.e. he washes it and removes dirt

from it, or he dyes it, or he embroiders it, thereby increasing it in value. Or he purchases food and carries it to his house, or he pays someone to deliver it, or he spins silk into the edge of a cloth etc. How is one to charge a profit in any of these instances?

Ans: Murabaha is permissible in these cases. However, when charging someone else for it, one must not say : 'I bought it for so much', he must say : 'It has landed me so much.'

[**NOTE:** Nowadays business people tend to say 'This is my cost price', whereas there is some profit therein, albeit little - this is Haraam.]

Q-4: A person sells his wares for a profit, and the buyer assumes the seller to be honest in what he claimed, then the buyer is made aware of the dishonesty of the seller (i.e. he sold it for more than what he claimed). What is the ruling here?

Ans: If in Murabaha a buyer is made aware of dishonesty, then he has a choice to take the article for the full price or to leave it.

Q-5: What if he (buyer) is made aware of dishonesty in Tawlia (i.e. the seller claims cost price, whereas not so)?

Ans: The buyer may reduce the excess from the price.

Q-6: Is there a difference in opinion between Saahibain regarding this mas`ala?

Ans: Yes. According to Imaam Yusuf (رحمه الله تعالى) the buyer may reduce the price, relying upon what the seller claimed - this applies to both Murabaha and Tawlia. There is no choice of invalidating the contract. According to Imaam Muhammad (رحمه الله تعالى), the price

cannot be reduced, in either case; however he has a choice in both cases (either to accept the agreed price or to return the goods).

MISCELLANEOUS MAS`AAIL

Q-1: Can a person sell something which he has bought but has not yet taken possession of?

Ans: If the item is moveable property, then its sale is not permissible until one has taken possession thereof. However, in immovable property eg. land, its sale before taking possession thereof is permissible according to Saahibain, not so according to Imaam Abu Hanifa (رحمه الله تعالى).

Q-2: Is it necessary for the buyer to re-weigh or re-measure goods after purchase?

Ans: If the item is such that it is sold by weight or measure, then it is Haraam to eat or sell such goods until it is re-weighed or re-measured. [NOTE: The buyer must re-weigh or re-measure the item of sale at the time of sale. The seller cannot weigh the item before or after the sale in the absence of the buyer. It is preferred if the seller weighs the item in the presence of the buyer. Hence, when buying pre-packed weighed items, one must be aware that he is not buying the article by weight; rather he is paying for the pack / parcel, eg. When paying R3.00 for a 1kg pack of sugar, you are not buying 1kg of sugar; rather you are buying that size pack for R3.00.]

Q-3: If a person sells an item, but has not taken possession of the price. Will it be permissible for him to deal in that money (not yet received) before actually taking physical possession of it?

Ans: Yes.

Q-4: After the completion of a sale, is it permissible to increase in the item sold (i.e. add on to the agreed quantity) or to increase in the exchange (i.e. pay more than the agreed price)?

Ans: It is permissible for the buyer to give more money to the seller, or for the seller to increase in the quantity of the item sold to the buyer.

Q-5: What if the seller reduces the agreed price?

Ans: This is also permissible.

Q-6: If the buyer increases in the price or the seller increases in the goods, or he reduces the price. Do all these changes also deserve the rights and dues of the actual sale (eg. If goods are returned because of a fault, then are the changes in price or goods also taken into consideration when giving back each ones dues)?

Ans: Yes, all changes also hold rights and are considered.

Q-7: What is the law regarding the cash sale in which the payment is thereafter deferred to a specific period?

Ans: It will become a credit sale, due to the delay in payment.

No 8. INTEREST (RIBA)

Q-1: What is the lexicographic and Shar`i definition of Riba?

Ans: The lexicographic (dictionary) meaning of Riba is: A general increase. According to the Shar`i it is classified into two types:

1. Interest in sale 2. Interest in loan.

Both of these are Haraam. Many severe warnings and admonishes have been reported in the Qur`aan Shareef and Ahadith for the giver and taker thereof.

Q-2: What is interest in loan?

Ans: It is to loan money to a person and place a condition upon the creditor that he repays a certain amount more than what was loaned.

Q-3: What is Riba in sale?

Ans: It is to trade in a weighed or measured commodity of the same type with surplus. Or to trade in weighed or measured items, whether of same type or different, on credit.

Q-4: Is this reported by Rasulullah (ﷺ)?

Ans: Hadhrat Abu Saeed Khudri (رضي الله عنه) reports that Rasulullaah (ﷺ) said : ' Trade in gold for gold, silver for silver, wheat for wheat, barley for barley, dates for dates and salt for salt in equal quantities and hand to hand (cash). Thus whoever increases or seeks increase, indeed he is guilty of Riba. Both the giver and the taker are equal (in sin).'

Hadhrat Ubada bin Saamit (رضي الله عنه) reported that Rasulullaah (ﷺ) said : 'Trade in gold for gold........ In equal quantities, of the same kind, hand to hand. If you trade in different types, then trade as you wish (i.e. whatever quantities on either side), but it must still be hand to hand (cash).'

Rasulullaah (ﷺ) mentioned these six commodities and ordered that these things should not be traded in amongst themselves for the same type, except that they are traded in equal quantities and hand to hand (cash). He (ﷺ) explained that whoever increases in

quantity, whether the giver or taker, indeed he has indulged in sin. He (ﷺ) mentioned that both the contracting parties (in a Riba transaction) are equal in sin.

However, the sale of those types of commodities are permitted, if traded in different types (i.e. amongst each other), whether it be in equal quantities or in excess, on condition that it is cash.

Imaam Abu Hanifah (رحمه الله) has used these six commodities as a derivative for the Shar`i law that the contributive factor to Riba is weight or measure in the same type of commodity (i.e. any weighed or measured item of same type must be traded in equal quantities and cash).

Any commodities, either weighed or measured, if they are traded in weight or measure for the same type, even if it is not from the six mentioned in the Hadith, in equal quantities, then the sale is valid.

If any one of the parties increases in the quantity then it is not valid. If the commodities traded in, differ in type, then excess on either side is valid, but credit is Haraam. When the goods differ in qualitative description - i.e. the types differ and either of them are not sold in weight or measure, then excess and credit are both permissible.

If in the goods being traded in, both are of the same type and both are weighed or measured items then excess and credit are Haraam. If the type differs or the means of quantifying differ (eg. One kg wheat for two kg barley) then excess is valid and credit is Haraam.

Q-5: Is excess valid in the sale of good quality wheat and inferior quality wheat?

Ans: Excess is not valid in this instance because both are of the same type (i.e. wheat). Similarly, this will apply to all weighed and measured items.

Q-6: How can one recognise in any type of goods whether it is traded in as a weighed or measured item?

Ans: Anything which Nabi (ﷺ) has stated to be a measured item and excess therein to be Haraam, such items will forever be regarded as measured items, even if people abstain from trading in them by measuring it, eg. wheat, barley, dates and salt. All those items in which Nabi (ﷺ) has prohibited excess due to their being weighed items, will forever remain as being weighed items, even if people stop trading in them by weight, eg. Gold and silver.

Whatever is not reported by Nabi (ﷺ), is dependant on the normal practice of the people. The quantitive description of an item will be recognised by the way in which people trade in that particular item. If according to the normal business practice an item is traded by weight, it will be regarded as a weighed item. Similarly measure and numbers.

Q-7: What is the ruling regarding taking possession in a sale?

Ans: If a contract of sale occurs upon a type of currency (i.e. those things regarded as the price of goods) eg. gold, silver etc., then the possession of both articles of trade will be considered if in the same sitting. This is known as Sarf (trade in currencies). As for other items of sale, other than currencies in which there is Riba, specification of quantity etc. is considered and there is no condition of actual taking of possession (i.e. if currencies are traded amongst

each other, then the exchange and possession must be at the time and place of sale, or if dates are sold for dates then at the time of sale qualities and quantities etc. must be stipulated). Possession can be deferred, but exchange must be hand to hand (i.e. one of the parties cannot give his side and the other delay to another time).

Q-8: Is the sale of wheat in exchange for wheat flour or wheat mush, or the sale of wheat flour in exchange for wheat mush valid?

Ans: This type of sale is neither valid in excess nor in equal quantities.

Q-9: What is the law regarding the sale of meat in exchange for an animal?

Ans: This is valid.

Q-10: What is the ruling regarding the sale of wet dates for dry dates or grapes for raisins, in equal quantities?

Ans: Both these sales are valid, as the types are the same.

Q-11: Is the sale of olives for olive oil or sesame seeds for sesame oil valid?

Ans: This sale will only be valid if the olive oil tendered is in excess of the oil found in the olives, or if the sesame oil is in excess to the oil found in the sesame seeds. In this way the oil will compensate for the oil to be found in the olives or the sesame and the excess oil is in lieu for the flesh of the olives etc.

Q-12: Is the sale of different types of meat valid if one is in excess of the other?

Ans: Yes.

Q-13: Is the sale of the milk of a camel, cow and goat valid if one is exchanged for the other in excess?

Ans: Yes.

Q-14: Is the sale of date vinegar for grape vinegar valid in excess?

Ans: Yes.

Q-15: What about the sale of wheat bread for wheat or wheat flour in excess?

Ans: It is valid.

Q-16: A Muslim in a Daarul Harb (i.e. non-Muslim country at loggerheads with Muslim countries) traded in a sale of Riba with a non-Muslim. What is the law regarding this sale?

Ans: There is no Riba between a Muslim and Kaafir in a Daarul-Harb

(**NOTE:** Consult with Ulama-e-Haqq regarding an accurate definition of Daarul Harb).

No 9. EXCHANGE OF CURRENCIES (BAI`US SARF)

Q-17: What is Bai`us Sarf?

Ans: According to the Fuqaha, Bai`us Sarf is when each of the contracting parties are trading with a type of currency i.e. gold or silver.

Q-18: What is the law regarding the sale of silver for silver or gold for gold?

Ans: This is not valid except in equal quantities and cash, as has been explained in the previous chapter.

Q-19: Will trade in excess between gold with gold or silver for silver be valid if they differ in quality or mint?

Ans: This is not valid because perfection in excellence of coin, and minting of coin are qualitative differences which are not considered in Bai`us Sarf.

Q-20: What about the sale of gold for silver or vice-versa?

Ans: If the types of currencies vary then excess is valid, but possession is necessary at the time and place of transaction.

Q-21: What if the contracting parties in a Sarf separate prior to either of them or one of them taking possession?

Ans: The transaction is invalid.

Q-22: Is trading in currencies prior to taking possession thereof valid?

Ans: No

Q-23: What if a person trades in gold for silver by estimation?

Ans: This is valid owing to difference in types and non condition of equality between the two. However, possession of the exchanges is necessary prior to their separation.

Q-24: What is the law regarding the following sale: A person sold a sword decorated with silver for one hundred silver dirhams. The silver ornamentry on the sword is equal to 50 dirhams of silver. Fifty dirhams of the price is tendered as cash and the balance credit?

Ans: This is a valid sale. The cash tendered is in lieu of the silver decoration, even if it is not specified. The

balance is for the rest of the sword and is deferred to a date consented to by both.

Q-25: What if the buyer said : ' Take this fifty dirhams from the price'?

Ans: This is also valid.

Q-26: What if both of them separated prior to either of them taking possession?

Ans: The sale is invalid for both the sword and its silver decoration, IF the decoration is such that it cannot be separated from the sword except with difficulty. However if the silver is easily separated from the sword, then the sale will be valid for the sword and invalid with regard to the silver decoration.

Q-27: A silver container is sold for silver or gold, then the two parties separated, in the condition that the seller took possession of part of the price. What is the law regarding this sale?

Ans: The sale regarding the outstanding price in invalid and valid for that amount taken possession of. The container will now be regarded as being shared (partnered) by the two parties.

Q-28: What can the buyer of the container do if the container belongs partly to a third party and he (buyer) has already tendered part payment?

Ans: He has a choice. If he wishes he can procure the balance for the proportionate price or he may return it.

Q-29: If a person bought a piece of raw silver and thereafter discovers that someone else also has a right over part of it. Does the buyer also have a choice here?

Ans: He has no choice in this case, in fact he can take ownership of the whole piece by giving the outstanding balance.

Q-30: A person sold 2 dirhams (silver coins) and one dinar (gold coin) for 2 dinars and one dirham, is this valid?

Ans: Yes it is, each one of the two types will be in exchange for the other i.e. gold for silver and vice versa.

Q-31: A person sold 11 dirhams for 10 dirhams and one dinar. Is this valid?

Ans: Yes, 10 dirhams will be for 10 dirhams and 1 dirham will be for 1 dinar.

Q-32: Is the sale of 2 perfect dirhams and one imperfect dirham in exchange for one perfect dirham and 2 imperfect dirhams correct?

Ans: Yes it is correct and valid.

Q-33: What is the law regarding the sale in excess of a silver or gold coin in which another alloy is mixed, i.e. not 100% gold or silver?

Ans: If there is more gold or silver in the coin, then it will be regarded as a gold or silver coin. Then to trade in these type of coins will be the same as 100 % pure coins (i.e. excess and credit is not allowed). If in a 'gold' or 'silver' coin there is an overpowering presence of another alloy, then it will not be regarded as gold or silver, but rather as any other commodity. Hence, if bought or sold for the same type in excess it will be valid.

Q-34: What is the ruling regarding the person who buys goods with a 'gold' or 'silver' coin which is overpowered by another alloy (i.e. less than 50% gold

or silver). Thereafter, prior to seller taking possession of coins, these coins devaluate considerably and their use is discontinued in the market?

Ans: This sale is invalid.

Q-35: Is trading in money valid if no specific value is ascertained for the money?

Ans: It is permissible to trade in commonly used money even if no specific value is ascertained for it. However, if its value suddenly drops, then to trade therein is invalid until a new value has been ascertained for it.

Q-36: If someone sells goods in exchange for a commonly used currency, then it devalues before the seller takes possession of the money. What is the ruling?

Ans: The sale is invalid.

Q-37: Is a sale valid if one buys something with money which is equal to the value of ½ dirham?

Ans: The sale is valid, and the buyer should receive what is to the value of ½ dirham.

Q-38: A person gives the money-changer one dirham and says ' Give me (in exchange) ½ dirham worth of money and for ½ dirham give me (in exchange) a ½ dirham less a habba '(unit of exchange like cents). Is this valid?

Ans: This sale is Faasid according to Imaam Saheb (رحمه الله تعالى). According to Saahibain (رحمه الله تعالى) this is valid for the money and not for the rest.

Q-39: What if he said 'Give me ½ dirham worth of money and a ½ dirham less a habba'-i.e. He did not say, 'In exchange for'.

Ans: Now it will be valid.

Q-40: What if he said, ' Give me a small dirham to the weight of ½ dirham less a habba and for the balance, money'?

Ans: This is also valid, the ½ dirham less a habba will be in exchange for the small dirham and the balance of his dirham is in exchange for the money.

No 10. FORWARD BUYING (BAI`US SALAM)

Q-1: Is there any transaction from amongst the valid business transactions wherein there is no condition of taking possession of the goods bought?

Ans: Yes. It is known as Bai`us Salam. It is the sale of credit for goods. This is permissible in that the buyer does not take possession of the goods except after a stipulated period.

Q-2: Explain the complete and concise law which will make Bai`us Salam valid or invalid?

Ans: Bai`us Salam is valid in all those commodities wherein there is a precise qualitative description and where its quantity can be ascertained. If an item cannot be precisely described nor quantified Bai`us Salam is not valid therewith.

Q-3: Explain the type of commodities wherein Bai`us Salam is permissible?

Ans: Bai`us Salam is permissible in all things which can be measured, weighed, counted and in plantations. These items must be such that there is no disparity in them (i.e. there is a similarity in all the

individuals amongst the said commodity) - eg. Nuts and eggs. It is not valid for animals nor their limbs. Neither for the skin of animals sold by quantity, neither for wood sold in bundles, nor dates sold in handfuls.

Q-4: Are there any conditions for the validity of this type of sale?

Ans: According to Imaam Saheb (رحمه الله تعالى) there are 7 conditions attached to the validity of Salam: At the time of sale....

1. The type of commodity must be known.
2. The variety must be known (eg. Cape or Red onions)
3. The description must be known.
4. The quantity must be known.
5. The quantity of the capital must be known, if it such a thing which is traded in by means of quantity eg. Weighed or measured items.
6. The place where the sale is to be concluded must be stated if the item purchased needs to be transported or conveyed.
7. This type of sale is not correct except on credit, hence the date of execution of sale (i.e. handing over of goods) must be known.

Q-5: Is Salam valid for clothing?

Ans: It is valid if the length, width and texture are mentioned together with the type, description and variety (grade etc.).

Q-6: Is Salam valid for gems and pearls?

Ans: No

Q-7: What about Salam in baked and un baked bricks?

Ans: It is valid if the exact type of brick is mentioned.

Q-8: In Salam, the seller hands over the goods at the stipulated date. When must he receive the exchange (payment) for it?

Ans: The seller must take the money from the buyer at the time if the transaction is prior to their separation. Salam is not valid otherwise.

Q-9: The deal of Salam was concluded, then the seller intends to deal in the capital or the buyer intends to deal in the goods bought (i.e they intend enacting further transactions therewith). What is the ruling?

Ans: It is not valid to deal (another transaction) with the capital nor the goods bought prior to taking possession. Hence, also we deduce that in a trade of Salam, partnership and reselling is not valid prior to taking possession of the goods bought.

Q-10: Are there any more conditions attached to the validity of this type of sale?

Ans: Yes, the Fuqaha have mentioned some extra conditions. That is that the goods bought must be present (i.e. not obsolete nor discontinued) from the time of the sale until the due date.

Q-11: Will Salam be valid if a person sold goods (weighed) equal to his body weight or measured goods equal to his arms length?

Ans: No.

Q-12: Is Salam valid if the goods bought are specified to be from a specific village or if the dates bought are to be from a specific tree?

Ans: This is not valid.

No 11. PAWNING

Q-1: What is the Shar'i and lexicographic definition of a pawn?

Ans: The dictionary meaning is the holding back or retention of an item in exchange of whatever means.

According to the Shariah it is to allow a thing to be rightfully withheld, where it is kept in lieu of something else. The item being pawned (withheld) may be partly or wholly compensated by what is given in lieu thereof.

Q-2: How is a pawn transacted and when is it concluded?

Ans: Pawn is transacted by offer and acceptance. It is terminated by the possession of the pawned item by the pawnbroker. When the pawnbroker takes full, unattached and proper possession of the pawned item, then the transaction is concluded.

Q-3: What is the ruling if there is offer and acceptance, but the pawnbroker has not yet taken possession of the pawned item?

Ans: Until the broker has not yet taken possession of the pawned item, the pledger has a choice. If he wishes he may hand over the item or he may retract his pawn. When the pledger has handed over his item and the broker has taken possession thereof, then the item is the responsibility of the broker.

Q-4: Why has pawning been prescribed by the Shariah?

Ans: It is a means of security and surety of a debt and to ensure that the rights of the creditor are not

destroyed. Pawning is not valid except with a guaranteed loan.

Q-5: The broker has taken possession of the pawned item and it is destroyed whilst in his possession. Who is responsible for its value?

Ans: As mentioned already, when the broker takes possession, then the item is his responsibility. The Fuqaha have mentioned that he is responsible for the minimal value (if it has varying values) and the loan.

Q-6: What is meant by minimal value and loan?

Ans: This is explained here under:
If the pawned item is destroyed by the broker, and its value and the loan are equal, then the broker will be regarded as being compensated for his loan according to the Shariah. If its value is less than the loan, then the proportionate value is dropped off the loan and the broker has claim over the pledger for the balance. If its value was more than the loan, then the entire loan will be compensated thereby and the excess will fall under Amaanat (trust), and will be subject to these conditions. If the article is destroyed by the broker then he is not responsible for the excess, because a trust (which is destroyed in the hands of the trustee) is not his responsibility.

Q-7: You have already mentioned that a pawn is concluded when the broker has taken complete, unattached and proper possession of the item. Is there an underlying reason for this stipulation?

Ans: This stipulation excludes all that does not fall under it. Hence, to pawn public property is not valid, nor to pawn only the fruit on a tree and not the tree, nor the crops on land excluding the land nor a tree excluding its fruit, nor land excluding its crop.

Q-8: Is it permissible to pawn a trust, like deposits or borrowed items?

Ans: No, because these are not such things that one is responsible for if destroyed.

Q-9: Is it valid to pawn the capital of a partnership?

Ans: No.

Q-10: Is it valid to pawn the capital received in a Salam, or the exchange of Sarf or the bought goods in a Salam?

Ans: Yes.

Q-11: Bai`us Salam or Sarf is transacted and the broker has taken possession of the pawned item. What is the ruling if the item is destroyed at the place of sale?

Ans: The contract of Salam and Sarf is concluded and the pawnbrokers right is regarded as fulfilled.

Q-12: The two parties have contracted a pawn and have agreed to place the pawned item with a trustworthy person. Is there any harm in this?

Ans: No.

Q-13: The contracting parties have agreed to place the pawned item with a third person. Is it permissible for any one of the two parties to take it out of his (3rd person's) hands?

Ans: This is not permissible for either of them.

Q-14: What if the article is destroyed by the 3rd person. Who is responsible?

Ans: The responsibility lies with the broker. The same rules will apply as though the item was destroyed in the hands of the broker.

Q-15: What about pawning dinars, dirhams, weighed or measured items?

Ans: The pawning of such things are valid. If it is pawned for the same type of item and is destroyed, then it will be regarded as being destroyed in equal value to the loan, even if they (pawned item and loan) differ in mint or excellence (quality).

Q-16: A person is owed a sum of money (gold or silver coins). Then he takes the equal value of his loan (from the debtor) and spends it. Thereafter, he (creditor) discovers that what he received in lieu of the loan was imperfect (i.e. not 100%). What is the ruling?

Ans: According to Imaam Saheb (رحمه الله تعالى) the creditor has no claim and is regarded as being compensated fully. According to Saahibain (رحمهما الله تعالى) the creditor must return the amount of imperfect coins he received and he has claim over his good quality coins.

Q17: A person pawned 2 slaves for a certain amount of money. Then he fulfills to the broker the equivalent value of one slave. Is it permissible for him (pledger) to take the slave whose value he had fulfilled?

Ans: He cannot take either of them until he has fulfilled the full amount, after which he may take both of them.

Q-18: What is the ruling if the pledger appoints the broker or a third person, as a representative agent, to sell the pawned item after he (pledger) has fulfilled his due owing for it?

Ans: This representation / agency is valid.

Q-19: If this said agency / representation is stipulated as a condition at the time of the contract of pawn, will

it be permissible for the pledger to take back his representation?

Ans: No, he does not have this option. If he withdraws, his retraction will not be valid.

Q-20: Will this agency (stipulated in the contract), be regarded as withdrawn if the pledger dies?

Ans: No.

Q-21: Can the broker claim repayment of his loan from the pledger or have him arrested because of it. Notwithstanding the fact that he (broker) still has the pawned item with him?

Ans: This is permissible. The pawning does not prevent him from this.

Q-22: The broker has possession of the pawned item and the pledger wishes to sell off this item in order to fulfill his repayment with this sale. Is it incumbent upon the broker to allow this sale?

Ans: This is not incumbent upon the broker. It will be said to the pledger : ' Repay your loan, then take your item'. When he has repaid his loan, it will be said to the broker : 'give him his item'.

Q-23: What is the law regarding the sale of the pawned item by the pledger, without the consent of the broker?

Ans: This sale is suspended upon the consent of the broker or the repayment of the loan by the pledger to the broker.

Q-24: What can be done if the pledger destroys the pawned item and it no longer remains with the broker?

Ans: The pledger will be fined (by Islaamic court) to the value of the destroyed item. Then this amount (i.e. the fine) will be given in place of the pawned item.

Q-25: The broker has taken possession of the pawned item. Then a stranger destroys it whilst in his possession. Who will hold the destroyer responsible, and what will now be placed as a pawn with the broker?

Ans: The broker has recourse to legal action regarding the responsibility of the destroyed item. He can take the amount from the destroyer, and keep it in place of the pawn with him.

Q-26: Does a criminal offense of the pledger upon the pawned item have any bearing on the pawn?

Ans: The pledger is responsible for any loss sustained to the item due to the offence.

Q-27: What if the broker commits an offence upon the pawned item?

Ans: The loss sustained due to this offence is proportionately offset from the loan.

Q-28: If the broker needs to hire a place for the safekeeping of the pawned item, who is responsible for this expense?

Ans: The broker himself.

Q-29: If the pawned item is sheep or camels, and a shepherd is needed to herd them etc. Who is liable for this expense?

Ans: The pledger is responsible.

Q-30: Who is liable for any expense (maintenance) of the pawn?

Ans: The pledger.

Q-31: If any growth or increase accrues because of the pawned item, eg. a cow or camel gives milk, wool

from a sheep, or fruit from a tree etc. Who owns this resultant increase?

Ans: This belongs to the pledger but he cannot take possession of it, rather it will remain as part of the pawn. If the broker desires he may give it to the pledger.

Q-32: What if this increased item, which is left with the broker, perishes?

Ans: It perishes without any liability to the broker.

Q-33: What if the actual pawned item is destroyed, but this resultant increase remains?

Ans: The pledger will be redeemed its proportionate value. The loan will be divided into the value of the pawned item on the day of the contract and upon the value of the increase on the day of redemption. The proportionate value of the actual item will be taken off the loan, and the pledger will be redeemed the proportionate value of the increase. An example to illustrate the above is as follows:

Zaid pawned a goat to the value of R100 in lieu of a R90 debt. This goat gave birth and died. The present value of the kid is R50. Now the total value of the pawn is R150.
Since the kid is ½ the value of its mother, the total amount is divided into 3 portions. The loan of R90 is also divided into 3 portions. Hence R60 (2 portions from the goats value) is dropped off the loan. Now the pledger has to give R30 and redeem the kid.

Q-34: The broker has taken the pawned item. Then he desires an increase (in pawned items) from the pledger or the pledger desires an increase in his loan. What is the rule regarding these two?

Ans: According to Imaam Saheb and Imaam Muhammad (رحمهما الله تعالى) an increase in the pawned item is valid, not so in the loan. If both are increased then the pawn will no longer remain a pawn.
According to Imaam Abu Yusuf (رحمه الله تعالى) an increase in both are valid.

Q-35: A person sought a loan from two people and pawned one item between the two of them. What is the ruling?

Ans: This is valid. This pawned item is regarded as being pawned with each one of them.

Q-36: Who is responsible for this pawned item?

Ans: Each of them is responsible to the proportionate extent of his loan.

Q-37: If the pledger fulfills the debt of one of the brokers, is ½ or part of the pawned item now regarded as 'free'?

Ans: No, it is now left as a pawn with the other creditor until he is paid in full.

Q-38: A person sold a slave on condition that the buyer pawn something to its value with him (seller). The buyer does not comply in handing over a pawn. What is the ruling of this sale and pawn?

Ans: The sale is valid. However the buyer cannot be forced to hand over a pawn. The seller will now have a choice (if the buyer refuses to pawn). If he wishes he may leave out the pawning or he may cancel the sale, unless the buyer hands over the cash, or unless the buyer hands over the amount of the pawn to him. Then this amount will serve as a pawn until the buyer fulfills the agreed price.

Q-39: Is it permissible for the broker to hand the pawn over in the care of his wife or son?

Ans: It is permissible for the broker to personally safe-keep the pawn or to hand it into the custody of his wife, son or slave in his service.

Q-40: If he leaves it in the custody of someone other than his family or he deposits it with someone else, what is the ruling?

Ans: The broker is responsible. Because he is regarded as having exceeded the limits of suitable safe-keeping.

Q-41: How will the broker be held responsible if he exceeds the limits (i.e. he does not properly secure it)?

Ans: He will be responsible to the extent of a snatcher, i.e. he will be responsible for its total value.

Q-42: What if the broker returns the pawn to the pledger?

Ans: In this instance the responsibility will no more be with the broker. If it is destroyed by the pledger, the broker is not liable for anything.

Q-43: Can the broker take back the pawn after he has returned it to the pledger?

Ans: Yes he can. If he takes it back, he is once again responsible for it.

Q-44: What recourse has the broker to his loan if the pledger dies before fulfilling repayment?

Ans: If the pledger dies, his testator must sell the pawned item and fulfill therewith the loan. Any excess after the repayment of the loan will be inherited by the heirs.

Q-45: Who can sell the pawn if the pledger has no testator?

Ans: The judge will appoint a testator and order its (pawn) sale and fulfilment of loan.

No 12. THOSE INTERDICTED FROM CONTRACTING BUSINESS TRANSACTIONS

Q-1: Is there a group of people who (according to the Shariah) are prevented from conducting business deals?

Ans: Yes, there is according to the Shariah those prevented from conducting business transactions. They are: 1). Immature persons. 2). Slaves. 3). Insane persons.

Q-2: Expand on this.

Ans: The business transaction of an immature child is not valid without the consent of a guardian. Similarly, the transactions of a slave without the consent of the master is not valid. A person who is overpowered by insanity (i.e. most of the time he is in a state of insanity), is under all circumstances prevented from transacting business.

Q-3: A person buys or sells something to an immature child or a slave, in the condition that the latter understands and consents to the sale. What is the ruling?

A: The choice of concluding this sale depends on the guardian or master. If he sees benefit in it, he may permit it or he may even cancel it.

Q-4: Are these three above mentioned categories of persons prevented from trading verbally and actively (by word and action) or only verbally?

Ans: An immature child and insane person are prevented from contracting verbal transactions, not active. However, that of a slave requires further explanation which, owing to its irrelevancy in present-day society, will not be elaborated upon.

Q-5: If an immature child or an insane person destroys or abuses another person's wealth or property, can this loss be compensated for from their wealth?

Ans: Yes, they are responsible. This is exactly the import of the rule that they are not prevented from contracting active transactions. This does not mean that they are not prevented from destroying the property of others.

Q-6: What is the object of preventing verbal transactions?

Ans: The business contract of an immature or insane person is not valid, neither their confessions nor acknowledgments (in matters of business eg. debts). Their divorce (if they happen to be married) is also not taken into consideration.

Q-7: What about the business transaction regarding that mature, free (not slave), but incompetent person?

Ans: An incompetent person, if he is understanding (not mad), mature and free, he is not prevented from transacting business. His dealings in his own wealth is permissible even if he wastes it, or abuses it, thereby destroying his own wealth in those things which are without purpose or object. For example if

he destroys his wealth by throwing it into the sea or burning it.

Q-8: Is there an age limit to handing over the wealth of an incompetent person (eg. Trustees hand over his inheritance)?

Ans: Yes, there is. If a youth matures and is found to be incompetent, his wealth should not be handed to him until he reaches the age or 25 years. If he deals in his wealth prior to this (anytime after maturity), then his dealings will be considered and valid. When he reaches the age of 25, then his money should be given to him, even if competency is still not noticed in him.

Q-9: What about the marriage of an incompetent person?

Ans: His nikah is valid. However, his mehr (dowry) will be considered. If he mentioned the mehr to her, then it will be valid to the value of mehr-e-mithal (i.e. that mehr found amongst the women in her family), any excess will be invalid.

Q-10: If an incompetent person wishes to perform a Fardh Hajj, will he be allowed to do this?

Ans: Yes, he will not be prevented therefrom. However, his spending expenses will not be given to him. It will be placed in the care of a responsible person travelling with him.

Q-11: What if an incompetent person falls ill and bequests his wealth to some relatives (not heirs) or to some worthy charity?

Ans: This bequest will be valid from 1/3 of his estate.

Q-12: Is a bankrupt person, who owes money also prevented from trade?

Ans: Imaam Abu Hanifah (رحمه الله تعالى) says: 'I will not prevent a bankrupt person from trading, because of his outstanding debts.' If a person has outstanding debts and his creditors demand his imprisonment and his prevention from further trading, Imaam Saheb (رحمه الله تعالى) says that such a person should not be prevented.

Q-13: If a bankrupt person has goods but does not repay his debts. According to Imaam Abu Hanifah (رحمه الله تعالى) can the judge order repayment?

Ans: No. However, he should be jailed until he consents to its being sold and the proceeds used for repayment of debts.

Q-14: If a bankrupt person has wealth in the form of dinars or dirhams (cash), how will the judge use it to repay the debts?

Ans: If the debts are in dinars and he has dinars, or if the debts are in dirhams and the debts are in dirhams, the judge will order repayment of debts even if he is not consenting. If he has dinars and his debts are in dirhams or vice versa, the judge will sell what he has and use this to repay the debts.

Q-15: What do Saahibain (rahmatullahi alaihima) say regarding a bankrupt person?

Ans: If the creditors demand his prevention from trading then the judge will interdict him from trading, dealing etc. Such that his creditors are safeguarded. The judge will sell off his goods if he refuses to sell it. The proceeds will be proportionately distributed amongst his creditors. The judge will spend from the wealth of a bankrupt person who is prevented from trading, upon his (insolvent person's) wife, children and other dependants.

Q-16: What if an insolvent person acknowledges a debt he owes to someone, whilst he is in the state of being prevented from trade?

Ans: This will be valid. This debt will only be paid after the first creditors are paid out.

Q-17: What can a judge do if a bankrupt person denies owning wealth, and his creditors demand his imprisonment?

Ans: The judge will imprison him for all debts incurred because of goods bought or loans taken. Similarly because of debts which became binding upon him by way of mehr or if he was a guarantor. Besides this, he will not be imprisoned for other money owed by him, like replacing a snatched item or penalty for a crime, unless it can be proven that he does own wealth.

Q-18: Will he be imprisoned forever or for only a certain period?

Ans: Imprisonment is not the object. The object is for him to bring out any wealth he may be concealing. He will be imprisoned for 2-3 months, whilst his condition and financial status will be investigated. If no wealth is discovered he will be set free. He will also be set free if it can be proven that he owns NO wealth.

Q-19: After the judge has set him free when it became evident that he owns no wealth, does this freedom from imprisonment bar his creditors from still laying a claim on him?

Ans: No, it does not. However, they cannot prevent him from further transaction or travelling. They can claim any excess wealth of his to be distributed proportionately amongst themselves after his family expenses are discharged.

Q-20: Is there a different view on this by Saahibain?

Ans: Yes, they differ with Imaam Saheb (rahmatullahi alaih). They say that once the judge has declared a person bankrupt, his creditors are barred from claiming from him, unless they can prove that he has attained wealth.

Q-21: Is a faasiq (open Shar`i transgressor) prevented from trading?

Ans: No, not if it is beneficial to him.

Q-22: A person was first an up-righteous believer, later he began transgressing the Shariah (became a faasiq). Is such a person prevented from trading?

Ans: A new and an old faasiq are the same.

Q-23: A person bought some goods on credit, then he became insolvent. He also had other creditors. This goods which he bought on credit is still in his possession. Can the seller thereof claim these goods back for himself?

Ans: The seller of these goods will be treated as the rest of the creditors (i.e. he will be proportionately reimbursed).

NOTE:

Q-24: At what age is a boy or girl regarded as mature?

Ans: The maturity of a boy is confirmed by a wet dream, or by ejecting semen or by his ability to make pregnant after intercourse. If any of these signs do not manifest themselves, then he will be regarded as being mature at the age of 15 years.

A girl will be regarded as being mature also at the age of 15 years, UNLESS she menstruates, has a wet dream or becomes pregnant before this age.

Q-25: If a boy or girl appear to have reached maturity (i.e. they are close to maturity - appear to be mature), and it is difficult for an observer to confirm their being mature, but they (boy or girl) claim to be mature, will their claims be accepted ?

Ans: Their claim is accepted and the laws of a mature person will apply to them.

No 13. RENTING

Q-1: What is the definition of 'Ijaarah' (renting)?

Ans: It is the transaction whereby benefit is received in lieu of an exchange?

Q-2: Are there conditions attached to its validity?

Ans: Yes, the condition is that the rent / lease (monetary renumeration) and the benefit are known.

Q-3: In exchange for what can one rent out something?

Ans: A thing can be rented / leased out for a known quantity of exchange. Whatever is valid as exchange in a sale is valid as an exchange in a rent / lease agreement.

Q-4: The quantity of the exchange is ascertained by numbers or weight, but how is the benefit received (from the rented item) calculated?

Ans: The benefit is sometimes known by a specific period, like renting a house to live therein for a period for some months or years, or renting of land for cultivating for a year or two. Hence, the contract will be valid for whatever period specified and agreed upon. Sometimes the benefit will be ascertained by

labour or a verbal mention of the benefit, like a person is hired to dye or sew clothes or an animal is hired to carry a specific load to a specific venue, or for riding thereupon for a specific distance. Sometimes the benefit is ascertained by specification or indication, like hiring a person to carry 'this load of food to that place'.

RENTING HOMES, SHOPS AND LAND

Q-1: What is the rule regarding the rental of homes and shops?

Ans: It is permissible to rent out homes for living purposes and shops for business or manufacturing.

Q-2: Is it permissible for the lessee (tenant) to do as he pleases in the rented place?

Ans: Yes, he is allowed to do as he pleases, except blacksmithing, laundering or milling (i.e. such activities which may damage the building's structure or be a nuisance to the neighbourhood). None of these are allowed except with the explicit consent of the lessor.

Q-3: Is it permissible to let out land for cultivation?

Ans: Yes. However the contract will not be valid unless the lessee specifies what he intends farming thereon, or unless a condition is stipulated that he (lessee) can plant whatever he pleases. Irrigation and roads which are part and essential to this land are included in the contract, even if not specified in the agreement.

Q-4: Is it permissible to rent an open space of land in order to build thereupon or to plant date-palms or trees?

Ans: Yes, this is permissible.

Q-5: If this was done, then at the end of the contract, how is this land to be returned?

Ans: It is necessary for the lessee to demolish his building or uproot his trees and return the land as he had received it, unless the owner of the plot chooses to compensate the value thereof, thereby becoming its owner. Alternatively, if he pleases he may leave everything as is, whereby the building and trees belong to the one and the land to the other.

Q-6: A land was rented out and the lessor stipulated a specific person to live therein. Will it be permissible for the lessee to allow someone else to reside there?

Ans: This is permissible, because a land is not affected if the user is different.

Q-7: What is the ruling regarding the lessor who lets out a shop and states that if a perfumer hires it, the rent will be one dirham monthly, but a blacksmith must pay 2 dirhams monthly?

Ans: This is valid and whoever rents it out must pay the stipulated rent accord to the trade he indulges in.

Q-8: A person lets out a house for a dirham monthly. What is the ruling?

Ans: This contract is valid for one month only and Faasid for the balance, unless a specific number of months are mentioned. If the tenant stays for even one hour of the month in the house the lessor cannot evict him until the end of that month. This applies to all the coming months, if he lives therein for one day

or an hour. [What is meant here is that since the rent is stipulated as being on a monthly basis, the lessor has to give the lessee at least one month's notice, before evicting him-trans.]

Q-9: A person lets out a house for a year for 10 dirhams, but does not specify the monthly rental. Is this valid?

Ans: Yes.

Q-10: The lessee has taken possession of the house, but does not reside therein. What is the ruling?

Ans: He must still pay the rent, even if he does not reside therein, because he has the opportunity to benefit therefrom.

Q-11: A person rents a house, but someone snatches it away. What is the ruling regarding the rental?

Ans: If it is snatched away before he (lessee) has resided therein, then the rental falls away. If it was snatched away after he resided therein for a while, then the lessee must give the rental that he lived therein for and the balance falls away.

Q-12: A person rents a home, but finds therein a fault which hampers living conditions. What can he do?

Ans: He has the right to cancel.

Q-13: If the house is destroyed in some way or the irrigation of a hired farm land is stopped or water ceases. What is the ruling?

Ans: The contract of rent is invalid.

Q-14: What is the ruling regarding joint-tenancy (i.e. partners in a house to give their respective parts out for rent)?

Ans: This is not valid. (It will however be permissible for one partner to give his share for rental to the other partner.)

HIRING OF CLOTHES

Q-1: A person hires clothing for wearing. Can he allow someone else to wear it?

Ans: Yes. However if it is stipulated that a certain person must wear it, and he allows someone else to wear it, then the stipulated person will be responsible for any damages (if occurred) on the clothes.

HIRING OF A WET-NURSE

Q-1: Is it permissible to hire a et - nurse to suckle children?

Ans: Yes it is permissible, for a stipulated fee. She is hired also in lieu of the clothes and food that she provides for the baby. The wet-nurse has to see to the food of the child, as this is commonly part of her services.

Q-2: Can the person hiring the wet-nurse, prevent her husband from having intercourse with her, during her term of contract? (Because if she conceives, her milk will be unsuitable for suckling).

Ans: This cannot be done (i.e. she cannot be prevented from her husband). However, if she does conceive, the parents of the child whom she is suckling can cancel her contract.

Q-3: A wet-nurse has hired herself to suckle a certain child for a period. Then she gave the child goats milk. Is she rightful for her fee?

Ans: No, she is not. Because she did not fulfill what was due from her.

HIRING ANIMALS

Q-1: What is the rule regarding hiring animals for riding and transporting goods?

Ans: This is permissible.

Q-2: A person hires a camel to carry a specific load of fodder. This camel eats therefrom during the trip and the load decreases. Is it permissible for the lessee to increase this load upon the camel?

Ans: Yes, he can increase the load as much as the camel ate.

Q-3: Someone hired an animal for riding, but gave the ride to someone else. Is it valid?

Ans: If the agreement of contract was for riding, then he can give whoever he wishes to ride. If at the time of contract it is specified that the hirer himself must ride and he gives it to someone else, then if the animal perishes, the hirer is responsible. Similarly, for any usage which differs from agreed terms.

Q-4: If a person hires an animal to carry a specific load of a specific type of goods, eg. He hired it to carry 100kg of wheat. Will it be permissible for him to load thereupon this weight of another commodity?

Ans: It will be permissible for him to load thereupon anything which is similar in bulk to wheat (in this example) or less than that, eg. barley, sesame etc. He cannot load anything bulkier than wheat, like salt or lead. For example, if he hired the animal to carry a certain weight of cotton, he cannot load thereupon the stipulated weight of steel.

Q-5: If one hired an animal to carry a certain load of wheat and he over-loaded it. This animal perishes. What is the ruling?

Ans: He is responsible for whatever extra weight he placed on the animal, if the animal was able to carry this load. If he animal was unable to carry the whole overloaded weight in the first place, then he is responsible for the value of the whole animal.

Q-6: If one hires an animal for riding, and he takes on a passenger, what is he liable for if the animal perishes?

Ans: He is liable for ½ the value of the animal plus his hiring fee, *if* the animal was able to carry the weight of 2 riders. If the animal was not able to carry the weight of 2 riders then he is liable for the entire value of the animal, plus his hiring fee.

Q-7: If the hirer reins in the animal with its reins or he strikes the animal (Actions used to spur on the animal). What is he liable for if the animal perishes?

Ans: He will not be responsible, if these are such actions which are normally used on animals (and he did not exceed the limits).

Q-8: A person hires a camel to carry a canopy and 2 riders to Makkah, for example. What is the ruling?

Ans: This is valid. The lessee should load an average canopy on the camel. If the owner of the camel sees the canopy, then this will be much better.

HIRING OF SUCH ITEMS WHEREIN THERE IS OBEDIENCE TO ALLAH TA`ALA AND WHERE THERE IS DISOBEDIENCE

Q-1: What is the ruling regarding the hiring of music and mourners for a funeral?

Ans: This is not permissible, nor is the hiring of anything similar which is in disobedience to the law of Allaah Ta`ala.

Q-2: What is the law regarding hiring someone for Azaan, Iqaamat or someone to tutor Qur`aan Shareef or Hajj?

Ans: This is jaaiz. (For more details on this issue refer to Fataawa Rashidia and Shaami).

No 14. RENUMERATION OF AN EMPLOYEE

Q-1: Have the Fuqaha classified employees into different categories in respect to their type of work and duties?

Ans: Employees are of 2 types: Mushtarak (common employee) and
Khaas (special employee).

Q-2: What is a Mushtarak employee?

Ans: He is that person who does whatever work is given to him. He is not restricted to one employee only, like one who dyes or washes clothes. The goods given to him is a trust in his hands. If the article is

destroyed whilst in his possession, then he is responsible for it.

Q-3: What if the goods he is working on is destroyed due to an action of his, like a washerman tearing the garment by washing it vigorously or if a person who is paid to carry a load, slips and drops it etc. ?

Ans: If the article is destroyed then the labourer is responsible for the article. However, he is not responsible for any human being who may have died or been injured due to an action his.

Q-4: What is a Khaas employeep?

Ans: He is that person employed to work for the employee for a specified period, like hiring a servant or shepherd for a month.

Q-5: What about the responsibility of that which is destroyed by his action?

Ans: He is not responsible for what is destroyed whilst in his care or by his action, unless he had exceeded the limits and caused harm by purpose.

WHEN IS RECOMPENSE DUE

Q-1: Explain the details regarding the rights of compensation?

Ans: The remuneration of the common employee (Mushtarak) is not due until he has completed his task. The renumeration of the special employee (Khaas) is due when he has submitted himself during the duration of his employment, even if the employer has not extracted any work from him.

Q-2: We need to learn a few more details of the rights of renumeration. Surely the scope of hiring and renting is vast and one differs from the other?

Ans: Compensation is not binding merely by the contract. It is discharge able by one of three ways:

1/ Either by placing a condition of expediting payment, or

2/ by expediting payment without it being a condition, or

3/ by the handing over or completion of the contracted commodity. Hereunder are a few more details...

1. If a house is let out, then the lessor can request rent on a daily basis, unless the time of payment is stipulated in the agreement.
2. If an animal is hired out, then the owner of the animal may request his fee at every station.
3. If a baker is hired to bake in the employers' house at a rate of one dirham a kg baked, the fee is only due when the bread is taken out of the oven.
4. A person is hired to make bricks. The fee is only due when the bricks are presented.

Q-3: A cook is hired to cook for a Walima. When is his fee due?

Ans: His fee is due after the food is dished out to the guests, as this is commonly part of his duties.

NOTE: Any labourer who labours over an item, like a cloth-dyer or a washerman, may withhold the completed item until payment is received. That labourer whose labour has no effect on the actual item, cannot withhold the item for his fee, like a transporter, seaman (ship navigator) etc.

SOME CONDITIONS AND DIFFERENCES BETWEEN THE LESSOR AND THE LESSEE

Q-1: If a condition is placed upon the labourer that he attend personally to the task, can the labourer engage someone else to do it for him?

Ans: No.

Q-2: If the task is specified, but the condition stated above is not mentioned?

Ans: Then the labourer may engage someone else to do the job.

Q-3: What is the ruling if it is said to the tailor : 'If you sew this garment in Persian style, you will get one dirham, but if you sew it in Roman style then 2 dirhams' ?

Ans: This is valid. Whatever style he sews it in he will receive the agreed fee.

Q-4: What if it is said to the tailor : 'If you sew it today, I will pay you one dirham, but if you do it tomorrow, then ½ dirham?

Ans: These conditions are valid and the appropriate fee, which is agreed upon is due.

Q-5: A person gives cloth to a tailor or a cloth-dyer. The tailor sews it or the dyer dyes it. Thereafter a dispute arises between the labourer and the hirer. The hirer says: 'I told you to sew a jacket, but you sewed a shirt.' The tailor says: 'I did as you requested (i.e. you asked for a shirt)'. Or the hirer says to the dyer: 'I told you to dye it red and you made it yellow.' Whose view should be taken - the hirer or the labourer?

Ans: The hirer's statement is accepted with his oath. If he takes an oath, then the tailor or dyer is responsible. If the hirer wishes, he can hold the labourer responsible for the value of the cloth only, before it was worked on, and the labourer gets no fee for his effort. Alternatively, the hirer may take his article for the agreed fee. He cannot change the agreed price.

Q-6: What ruling should be given if the owner of the cloth says to the labourer: 'You did the work for free.' And the labourer says that he did it for a fee?

Ans: According to Imaam Saheb (رحمه الله تعالى) the statement of the hirer is taken with his oath.

According to Imaam Abu Yusuf (رحمه الله تعالى), if it is the normal practice of the hirer to deal with this labourer with a fee, then he has to give the fee otherwise not. According to Imaam Muhammad (رحمه الله تعالى), if the labourer normally does this work for a fee then his statement is accepted with an oath.

THE INVALIDATION OF A RENTAL AGREEMENT

Q-1: If one of the contractors dies, does the contract of rent still remain?

Ans: If the contract was for personal benefit of the deceased, then it invalidates. If the deal was for another person, eg. The deceased was acting as a representative or guardian, then the contract is still valid.

Q-2: Can a rental agreement be invalidated because of a valid reason?

Ans: Yes. For example, a person rents a shop to trade in and his goods are destroyed. Or a person who is a lessor of a house or shop becomes insolvent, and he has debts which can only be repaid with this rental, then the judge will invalidate his rental agreement and sell his house or shop in order to repay his debts.

Q-3: A person hires an animal for a journey, then his travel plans change. Is this a valid excuse?

Ans: Yes, this is from amongst the valid reasons for invalidating a rental agreement.

Q-4: A person hires out his animal to some travellers, or he agrees to take a person with him and mount him upon his (lessors) animal, then the lessors plans change. Can he cancel the rental contract?

Ans: This excuse is not valid to cancel the contract. He has to send the animal with the lessees.

FAASID AGREEMENTS DUE TO CONDITIONS

Q-1: Is a rental agreement rendered Faasid because of conditions placed thereupon?

Ans: Yes, it will be rendered Faasid with those conditions which are not necessitated by the contract, just like a contract of sale would also be rendered Faasid.

Q-2: If the contract is rendered Faasid after the labourer has done his work thereupon, what ruling is to be given for the hirer?

Ans: He has to give the stipulated fee and not change it.

CONDITION OF OPTION IN RENTAL AGREEMENT

Q-1: Is a condition of option valid for a rental agreement?

Ans: Yes, just like it is valid for a transaction of sale.

No 15. PARTNERSHIPS

Q-1: What is a partnership?

Ans: It is the combination of 2 (persons) wealth (shares), in such a way that one is not distinguishable from the other. Either the 2 partners voluntarily combine their shares, or it is an involuntary combination of shares, like if both of them inherited or the wealth was gifted to the two of them. Or the wealth of one of them is mixed with that of the others, without any labour involved (i.e. it is only the combination of monies, not labour), in such a way that the share of one becomes indistinguishable from the other.

Q-2: Explain the types of partnerships.

Ans: Partnership is of two types: 1). Imlaak (partnership in a property or thing).
2). Uqood (partnership in business).

Q-3: What is Imlaak?

Ans: An example of it will be if two persons inherit an item or they purchase an item, then they become partners in that actual item, such that both of them are owners thereof.

Q-4: What is the law regarding this type of partnership?

Ans: The law is that it is not permissible for each of the partners to deal in the share of the other, except with his consent. Each partner is like a stranger regarding the share of the other partner.

Q-5: What is Uqood?

Ans: This is divided into four types. Each one has different laws:
1). Mufaawadha. 2). Inaan. 3). Sanaa`i.
4). Wujoo.

Q-6: Explain the partnership of Mufaawadha and the laws pertaining to it.

Ans: Two persons enter into a partnership, where they contribute equally. Their shares and debts are equal. This partnership convokes power of attorney and representation (i.e. one can represent the other and stand guarantee for the other). Whatever each of them purchases will be for the partnership except their personal and family food, clothes etc. Whatever debt the one partner incurs, regarding those items in which there is partnership, the other partner is equally responsible (for payment). This type of partnership is permissible between mature, sane Muslims. It is not permissible between a free person and a slave, nor between an immature and mature person, nor between a Muslim and Kaafir.

Q-7: Two persons contract a partnership of Mufaawadha. Then one of the two inherits such wealth, which can be (and is) included in the partnership. Or he is gifted something which he takes possession of. Does this partnership still remain the same?

Ans: Now the partnership of Mufaawadha is invalid, and it will become a partnership of Inaan.

Q-5: Is there any other condition, other than what was mentioned, for the validity of Mufaawadha?

Ans: Yes. Mufaawadha can only be contracted with dirhams, dinars (gold and silver) or cash money. Nothing besides this, except if people trade in such things as gold and silver nuggets etc., then partnership with these will be valid.

Q-6: If two persons have no gold, silver or money, they have merchandise. How can they form a partnership if they desire to?

Ans: One of them sells ½ his goods for ½ of the other persons goods. Then they contract a partnership.

Q-7: What is Inaan?

Ans: This is when two persons form a partnership in a specific type of commodity or in a general (not specific) commodity.

Q-8: What is the law regarding this type of partnership?

Ans: This is permissible. It convokes representation and not power of attorney (guarantorship). This means that whatever each one of them buys for the partnership, the value thereof is sought from him (by the seller) and not from the other partner. He (this partner who bought the goods) can thereafter claim the appropriate share for these goods from the other partner. Whatever debt is incurred by the one partner, the other is not held liable.

Q-9: Is excess on the part of one partner valid in this type of partnership or is equality a necessity?

Ans: Both, excess and equality are valid. Even excess in profits is valid for one of the partners if there is equality in shares.

Q-10: Is it permissible for the partners to contract the partnership with only some of their wealth and not all?

Ans: Yes.

Q-11: With what is this partnership valid?

Ans: It is valid with what was mentioned for Mufaawadha, i.e. gold, silver, cash or whatever people deal in, like nuggets etc.

Q-12: Is this partnership valid if one partner contributes gold and the other silver?

Ans: Yes.

Q-13: What if both their shares or one, is destroyed prior to their purchasing anything?

Ans: The partnership is invalid.

Q-14: What ruling will be given if one of them purchases something with his share and the wealth of the other is destroyed before he can buy anything?

Ans: The purchased goods will be between them, as they had agreed in their partnership agreement. The buyer of the goods can claim from the partner his share of the value of the goods bought.

Q-15: Two persons intend entering into an Inaan partnership, but they do not (physically) combine their shares. Is this valid?

Ans: Yes. In Inaan, the physical combination of wealth is not a condition.

Q-16: Two persons contract a partnership of Inaan, and the one partner specifies for himself a specific amount of dirhams (salary?). What is the law?

Ans: The partnership is not valid in this instance. He can only receive from the profit what they had preconditioned in their agreement.

Q-17: What options do the partners in Mufaawadha and Inaan have regarding their partnership?

Ans: It is permissible for each of the partners in a Mufaawadha and Inaan to invest their wealth and place it as a silent partnership. He may authorise and empower someone to administer it. He may pawn it or give it in lieu of a pawn. He may lease it out (if it is such that can be leased out). He may sell it for cash or credit. Each partner is a trustee for the other.

Q-18: What is a partnership of Sanaa`i?

Ans: An example of his would be if two tailors or clothe-dyers form a partnership on this premise that both of them will accept work and their efforts (earnings therefrom) will be shared.

Q-19: What is necessary for each of them?

Ans: Whatever work each of them accepts, will be binding upon both of them to execute it.

Q-20: If one of them executes a certain job on his own, is he worthy for the profit thereof by himself?

Ans: No, he cannot take it for himself. Instead their earnings are to be shared equally.

Q-21: What is the partnership of Wujoo?

Ans: This is when two persons form a partnership where each of them buys goods by using his 'contacts' and because of his 'influence' and 'good reputation'. Then they sell these goods. There is no initial investment by either of them. This type of partnership is permissible. Each of the partners is a representative for the other in what he had purchased.

Q-22: Will excess in profit (for either of them) be permissible?

Ans: Excess in profit for one of the partners is not permissible in this type of partnership. If they agree from the onset of the partnership that their purchases will be equal, then the same will apply to their profits. If their purchases will be 3: 1, then this ratio will also apply to their profits.

Q-23: What is the law regarding partnership in gathering wood, grass and hunting?

Ans: Partnership in these are not permissible. Whatever each of them gathers (wood, grass or hunt) will be for him and not for the partner. In these items there is no partnership in the goods nor in the profit.

Q-24: One person owns a donkey and another owns a bucket. They form a partnership
in the drawing of water (from a well). They then sell this water to the public. How will this be shared amongst them? Is this type of partnership permissible in the first place?

Ans: No. this type of partnership is not valid.

Q-25: If one of them gives people water to drink from the result of this donkey and bucket (i.e he draws the water from the well). How will the resultant profit be shared amongst them?

Ans: The entire profit will be for the one who gave the water to drink. If the one who drew the water was the owner of the donkey, then he should compensate the owner of the bucket the appropriate amount that would normally be given for the hire of the bucket. And if the drawer of the water was the owner of the bucket, then he must give the owner of the donkey the appropriate hiring fee for the donkey.

Q-26: Two persons contracted a Faasid partnership and earned profit therefrom. How

Should this profit be distributed amongst them?

Ans: It will be distributed proportionate to their capital investment. Any condition that they may have made regarding one of them getting a bigger share will be invalid.

Q-27: Can one of the partners give Zakaat from the other's share?

Ans: This cannot be done except with the consent of the other partner.

Q-28: If each partner consents to the other to discharge his Zakaat and each of them gives their own Zakaat and that of the other partner. Is there liability on either side (for the duplication)?

Ans: According to Imaam Saheb (رحمه الله تعالى) the one who gave second is responsible (i.e. he will have to compensate the other partner for the 'loss'), whether he knew that his partner had given the Zakaat or not. According to Saahibain (rahmatullahi alaihima) he (the one who gave second) will not be liable if he was unaware of the first one giving the Zakaat.

Q-29: Is a contract of partnership invalidated without the explicit cancellation of the partners?

Ans: A partnership will be dissolved if one of the partners dies or becomes murtad (renegade - i.e. leaves the fold if Islaam) and joins up with a non-Islamic country. (We seek Allaah Ta`ala's protection from this)

No 16. SILENT PARTNERSHIP (MUDHAARABAH)

Q-1: What is the lexicographic and Shar`i definition of Mudhaarabah?

Ans: The word 'Mudhaarabah' is derived from the Arabic word 'Dharb' which means: 'To traverse the earth'.
The Shar`i definition: A contract of partnership where profit is derived by the combination of the wealth of one person and the effort of the other. This partnership is not valid except with those types of wealth mentioned in the preceding lesson.

Q-2: Are there any conditions for the validity of Mudhaarabah?

Ans: There are two conditions for its validity:
1). That the wealth is handed over (made freely available) to the Mudhaarib (person who is going to make an effort on the wealth), in such a way that the investor has no control over it.
2). The profit derived therefrom is shared between them in such a way that neither of them should have a pre-stipulated amount.

Q-3: When the contract of Mudhaarabah is validated, then what are the duties of the Mudhaarib?

Ans: If the contract is general and has no conditions of time, place or goods, then it will be permissible for the Mudhaarib to buy and sell whatever he wishes. He may travel, re-invest or represent on behalf of the investor. However, if the investor had limited the Mudhaarib to trade in a certain place or in a particular type of goods, then it will not be permissible for the Mudhaarib to exceed these limits.

Q-4: What will be the ruling if the investor had placed a constraint of time upon the Mudhaarib, by specifying a limited time period?

Ans: This is permissible. It is necessary for the Mudhaarib to adhere to this time period, and conduct his trading to this period. The contract will dissolve on expiry of this time.

Q-5: Is it permissible for the Mudhaarib to hand over the money / goods of the partnership to someone else?

Ans: This is not permissible except with the consent of the investor, or if the investor stipulated that the Mudhaarib can do as he pleases.

Q-6: If the Mudhaarib handed over the goods to another person without obtaining consent from the investor. Will he (first Mudhaarib) be responsible to the investor (for any profit on the goods)?

Ans: He will be responsible, however not by virtue of their contract nor by virtue of the dealings of the second Mudhaarib. In fact the first Mudhaarib will be responsible to the investor for his wealth if the second Mudhaarib earns a profit therefrom. Hence, if the second Mudhaarib earns a profit, then the first Mudhaarib will be responsible to the investor (i.e the investor has to receive his agreed share from this profit).

Q-7: What will be the ruling if the investor gives the Mudhaarib the goods on the agreement that they share the profits equally, and at the same time he also consents to the Mudhaarib handing over the goods to a third person ?

Ans: This is permissible.

Q-8: How will the profit be shared between these parties?

Ans: The situation will be considered. If the investor placed a condition of ½ the share for himself and said: 'Whatever Allaah Ta`ala blesses will be shared equally'. And the Mudhaarib gives the goods to a third person, on this condition that he (first Mudhaarib) gets 2/3 and the other gets 1/3. Now whatever is earned here from will be distributed as follows: ½ for the investor, 1/3 for the second Mudhaarib and 1/6 for the first Mudhaarib.
If the investor said: ' Whatever Allaah Ta`ala blesses you, we will share equally '. The first Mudhaarib says to the second Mudhaarib: 'I will get 2/3 of whatever you earn and you will get 1/3. The profit will now be distributed as follows: 1/3 for the second Mudhaarib and the 2/3 will be shared between the investor and the first Mudhaarib.

Q-9: If the investor stipulates ½ for himself and says: 'Whatever Allaah Ta`ala blesses I will take ½ '. Then the Mudhaarib gives the goods to a third person on the condition of equal sharing of profits. How will the profit be shared here?

Ans: The profit will be shared equally between the investor and the second Mudhaarib. The first Mudhaarib will not receive anything.

Q-10: If the second Mudhaarib places a condition of 2/3 profit for himself in the above example, and the first Mudhaarib agrees to this. What will be the respective shares?

Ans: The investor will receive ½ shares. The second Mudhaarib will receive the other ½. Now the first Mudhaarib will be responsible to the second

Mudhaarib for 1/6 share of profit from his personal wealth, in order to complete the 2/3.

Q-11: Is it permissible for the Mudhaarib to sell on credit?

Ans: It is permissible for him to sell for cash or credit, as this is from the necessities of business.

Q-12: What is the ruling regarding the dealing of the Mudhaarib in the goods of Mudhaarabat, after the investor has dismissed him?

Ans: If the Mudhaarib buys or sells after his dismissal, and he is unaware thereof (i.e. of his dismissal) then it will be permissible. If he becomes aware of his dismissal whilst he has goods in his hands, then he may sell it off. The dismissal does not prevent this. However, he will not be allowed to buy with this profit. If after his dismissal he has money in his hands, then he cannot trade therein.

Q-13: If after the separation of the investor and the Mudhaarib there are debts outstanding on the goods. Who has to recover and fulfill them?

Ans: If there was a profit in the wealth them the judge will order the Mudhaarib to repay the debts. If there was no profit then he will not be made to repay. It will be said to him : ' Entrust the investor in the repayment.'

Q-14: What is the ruling regarding that portion which is destroyed from the capital investment and the profit?

Ans: Whatever is destroyed from the Mudhaarabat is regarded as being from the profit and not from the capital. If the destroyed portion exceeds the profit, then the Mudhaarib is not held responsible.

Q-15: What is to be done if the wealth is destroyed after the profit is distributed and the Mudhaarabat is still intact at the time of distribution?

Ans: The profit is to be returned until the investor recoups his investment. If there is excess then this will be divided between them. If there is a deficit then the Mudhaarib is not held liable.

Q-16: The contracting parties distribute the profit and the partnership is dissolved. Thereafter, they contract a new Mudhaarabah agreement. Then all the wealth or some of it is destroyed. Should they now also return the profit from the first Mudhaarabah distribution?

Ans: The profit from the previous partnership is not to be returned in this instance. Because the profit from the first partnership has no bearing on the second agreement.

Q-17: In what circumstances is a Mudhaarabah invalidated?

Ans: If the investor or the Mudhaarib dies then the partnership is invalid. The partnership is also invalidated if the investor becomes murtad and joins up with an un- Islaamic country (Allaah Ta`ala save us).

The partnership is also invalidated if the time specified by the investor lapses, as was mentioned earlier.

****

1421/ 2001

Some laws governing Business

Forward

All Praise is due to Allaah and may His choicest mercies be showered on His noble Rasul Muhammad (ﷺ).

This is a concise treatise containing some necessary injunctions about trade and commerce which commonly occur. It also contains several Aayaat (verses) of the Qur'aan and Ahadeeth of Rasulullaah (ﷺ). Anyone who derives benefit from this booklet should make du'aa for this lowly servant, his parents, his teachers and spiritual mentors.

Together with this booklet, the reader is urged to also read two other treatises of this lowly servant entitled "Earning Halaal and Fulfilling Rights" and "Trusts and Misappropriation of Trusts".

Muhammed Aashiq Ilaahi Bulandshahri (May Allaah forgive him)

Madinah Munawwara

7 Jumaadal Ukhra 1415 A.H.

The Importance and Necessity of Wealth

Allaah sent man into this world with everything having numerous needs and necessities. It was Allaah Who created all of these necessities. At the same time, Allaah also created the means whereby these necessities may be fulfilled. It is normally wealth that is instrumental in fulfilling many of these. Allaah has strongly warned wastage and extravagant people in the Qur'aan. Allaah says in Surah An'aam, "Eat, drink and do not be wasteful. Verily Allaah does not like those who waste." {Surah 6, verse 31}

Allaah also says in Surah Bani Israa'eel, "Verily the extravagant ones are the brothers of the Shayaateen and Shaytaan was ever ungrateful to his Rabb." {Surah 17, verse 27}

Such Aayaat of the Qur'aan denote the importance of wealth. The Ahadeeth also condemn wastage of money very strongly. People who waste Halaal wealth in futile courses are dwelling under a misconception when they regard themselves to be religious. When wealth is lawfully earned or received in inheritance or as a gift, it should be spend carefully in the proper channels. One will be immensely rewarded for spending on one's parents, wife and children as well.

It is Fardh to Earn a Lawful Living

Hadhrat Abdullaah bin Mas'ood (رضي الله تعالى عنه) reports that Rasulullaah (ﷺ) said, "Earning a lawful living is Fardh (obligatory) after the other Fardh acts (like salaah, fasting, etc)." It is obvious that one will be immensely rewarded for any Fardh act. On the

contrary, the Shari'ah has emphatically condemned unlawful (Haraam) earnings and has urged Muslims to earn their wealth in a lawful manner. The Shari'ah has explicitly pinpointed the avenues in which Haraam wealth will be earned so that Muslims may steer clear of these.

Wealth that is earned in a Halaal manner should never be squandered in acts of sin and one should always be conscious of the rights owed to Allaah and fellow man with regard to wealth. If a person sincerely seeks Halaal earnings, he will certainly acquire the same. It is possible to find Halaal employment in practically every place to fulfil one's needs. It is only the greed to become a tycoon and to accumulate a hefty bank balance that spurs people to earn wealth from Haraam and sinful sources. Such people conjure fanciful notions in their minds that they are driven by necessity, whereas no such situation exists.

Hadhrat Abdullaah bin Mas'ood (رضي الله تعالى عنه) narrates that the Nabi (صلى الله عليه وسلم) said, "Hadhrat Jibra'eel (عليه السلام) has inspired my heart that no soul shall ever die until it has finished its sustenance. Behold! Fear Allaah and adopt a most excellent manner of acquiring your livelihood. Let not a delay in the arrival of your livelihood spur you to earn it by disobeying Allaah because what Allaah has with Him (by way of rewards and blessings) can only be attained by obeying Him." {Mishkaat, quoting from Sharhus Sunnah and Bayhaqi}

The Reward for Spending on One's Family

Hadhrat Abdullaah bin Umar (رضي الله تعالى عنه) reports that a thin person once passed by a gathering of the

Sahaaba (رضي الله تعالى عنهم) and Rasulullaah (صلى الله عليه وسلم). Observing him, some Sahaaba (رضي الله تعالى عنهم) commented, "If only he had become thin in Allaah's path (Jihaad)." Thereupon Rasulullah (صلى الله عليه وسلم) commented, "Perhaps he is exerting himself to provide for his aged parents. In that case, he would also be in Allaah's path. Perhaps he is exerting himself to provide for his little children, in which case he would also be in Allaah's path. Perhaps he is exerting himself to provide for himself so that he could be independent (and will not have to beg from others)." In this case he will also be in Allaah's path." {Durrul Manthoor Vol.1 Pg.73, quoting from Bayhaqi}

Hadhrat Sa'd bin Abi Waqqaas (رضي الله تعالى عنه) reports that Rasulullaah (صلى الله عليه وسلم) once said to him, "You will be rewarded for everything that you spend for Allaah's pleasure; to the extend that you will even be rewarded for the morsel of food that you place in your wife's mouth." {Bukhari}

Hadhrat Abu Mas'ood (رضي الله تعالى عنه) narrates that Nabi (صلى الله عليه وسلم) said, "When any Muslim spends on his family, regarding this as a virtuous act, this will be Sadaqa for him (i.e. he will receive the reward of Sadaqa)." {Bukhari and Muslim}

Another hadith reads, "The Dinaar that you spend on your family is rewarded most greatly (in comparison to the Dinaars spend in other courses)." {Muslim}

It is apparent from these narrations that lawfully earned wealth is indeed a bounty for a Muslim and will earn him tremendous rewards if he spends it on himself, his parents, his children and his wife. The fundamental principle is that one should never earn one's livelihood through unlawful avenues. One should learn the injunctions of the Shari'ah that pertain to earning and continue learning the same so

that one never accrues the sin of earning in a manner that contravenes the Shari'ah.

What is the Best Form of Earning?

Allaah has instituted a system by which necessities require other necessities. To fulfil their needs, one person may establish a clothing factory, another takes to the trade of shoe-making, a third person plants a garden while a fourth begins farming. There are others who prefer to seek employment in industries and those who opt to engage in business. In this manner, the needs of people are fulfilled by the occupations of others. The person who owns a clothing factory will need to purchase shoes and the shoe-maker will need to buy clothing. In a like manner, every person will require the vocation of others to see to his own needs.

In principle, there are only four methods of earning a livelihood. These are:

1) Trade.
2) Farming (which also includes forestry).
3) Seeking employment.
4) Through an acquired skill.

From these four, trade takes precedence. Starting with a little capital, many people start a business which gradually develops into a huge enterprise. There are great blessings in the wealth earned through the toil of one's own hands.

Hadhrat Abdullaah bin Umar (رضي الله عنهما) narrates that Rasulullah (ﷺ) was once asked about which manner of earning was best. Rasulullah (ﷺ) replied,

"The work a person does with his own hands (making articles of necessity for others) and that trade which is lawful." {Targheeb wat Tarheeb Vol. 2 Pg. 523, quoting from Tabraani}

Hadhrat Miqdaam bin Ma'dikarib (رضي الله عنه) reports that the Nabi (صلى الله عليه وسلم) said, "No person can eat anything better than that which he earns by the toil of his own hands. Verily Allaah's Nabi Dawood (عليه السلام) used to eat from the toil of his own hands." {Bukhari}

Hadhrat Dawood (عليه السلام) used to sell coats of armour which he personally made.

The Islamic Principles of Trade

The Shari'ah of Islaam governs the institution of trade and commerce. However, many people foolishly feel that no laws govern the earning of one's livelihood and one may earn in any way one pleases. Allaah declares in the Qur'aan, "Allaah has permitted trade and forbidden interest" {Surah Baqara, verse 275}. This Aayah of the Qur'aan forbids every transaction that involves interest.

The Shari'ah has also forbidden all transactions that contain the element of gambling because Allaah has forbidden gambling in following verse of Surah Baqara: "They question you about liquor and gambling. Say, 'In both is great sin and some benefit for man; but the sin is far greater than their usefulness." {Surah 2, verse 219} [1]

[1] This prohibition is clearly stated in Surah Maa'idah where Allaah says, **"O you who believe, indeed liquor, gambling, idols and divining arrows are filth from the acts of shaytaan, so abstain therefrom so that you may be successful"** [Surah 5, verse 90].

The benefit accrued from anything does not prove that it is Halaal. Many Muslims merely view the benefits in things and have no regard for whether it is Halaal or Haraam. This totally contradicts the demands of true Imaan. Allaah says in Surah Nisaa, "O you who believe, do not unjustly consume the wealth of each other except if it be by way of trade transacted with mutual consent. Verily Allaah is ever Most Merciful unto you." {Surah 4, verse 29}

The above verse clearly states that people should not "unjustly consume the wealth of each other". The author of "Ma'aalimut Tanzeel" (Vol.1 Pg.417) explains that this verse means: "Do not unjustly consume the wealth of each other through Haraam avenues like interest, gambling, extortion, stealing, misappropriating trusts and other similar methods. Other commentators have mentioned that the verse refers to invalid transactions."

Therefore, the verse outlaws all transactions in trade, leasing, etc that are invalid because they do not conform with the Shari'ah. However, the words of the verse are general and denote all manners of earning wealth that are impermissible in the Shari'ah. Allaah then makes and exception when He says, "except if it be by way of trade transacted with mutual consent." The clause "with mutual consent" denotes that transactions in trade will only be permissible when the buyer and seller are both happy with the deal. Neither party should be forced into the transaction.

It is Haraam to take an item after paying a price that the seller is not happy with. Similarly, it is also Haraam for the buyer to stipulate a price against the wishes of the seller. There are certain basic principles

to be adhered to when acquiring wealth through lawful channels. These are:

No deal should contain the elements of interest or gambling.

- ★ No item should be sold which the Shari'ah classifies as Haraam.
- ★ No item should be sold which is used exclusively for Haraam purposes.
- ★ The seller must not lie or deceive the customer, either by concealing a fault of the item or in any other way.
- ★ Neither party should breach the trust which the other places in him.
- ★ Nothing may be sold which is not in the seller's possession.
- ★ This includes selling items which have not yet arrived;

  Selling game, fish or birds that have not yet been caught; selling an animal that is still in the womb of its mother; selling fruit that has not yet grown.
- ★ When a person is forced to sell anything, his arm should not be twisted further to sell at a reduced price. He should be paid the original asking price.
- ★ No clause may be stipulated which binds one transaction to another, e.g. for the seller to tell the buyer, "I will only sell you these goods on condition that you sell me your goods at a reduced price."
- ★ No transaction may be bound to a loan, e.g. for the seller to say, "I will only sell this to you if you grant me a loan."

The buyer and the seller should be happy with the deal.

Besides the above, there are many more basic injunctions relating to trade and commerce which are

stipulated in the Ahadeeth. A few Ahadeeth with their explanations shall now follow.

Invalid Transactions

Hadhrat Jaabir (رضي الله عنه) narrates that Rasulullaah (ﷺ) mentioned the following upon the conquest of Makkah, "Verily Allaah and His messenger have forbidden the sale of liquor, carrion, swine and idols." Someone asked, "O Rasulullah (ﷺ)! What about the fat of carrion that people use to coat boats anoint leather and light lanterns?" The Nabi (ﷺ) replied, "This should not be done. The fat is also Haraam. Allaah's curse be on the Jews! Allaah forbade the fat for them but they made the fat into attractive forms and then sold it to devour the profits." [Mishkaat Pg. 241]

Hadhrat Abu Juhayfa (رضي الله عنه) reports that Rasulullah (ﷺ) forbade the profits earned from blood, dogs and prostitution. Rasulullah (ﷺ) also cursed the giver of interest, and taker of interest, the woman who tattoos others, the woman who has her body tattooed and the person who makes pictures.

It is clear from the hadith of Hadhrat Jaabir (رضي الله عنه) that it is Haraam to sell liquor, carrion, swine and idols. Included in the purport of idols are all figurines and pictures of animate objects. It is therefore evident that the trade of Muslims who sell these items in places like Europe and America is Haraam. The accrued profits are therefore also Haraam.

All animals that have not been slaughtered in accordance with the Shari'ah are classified in the same category as carrion. If a person intentionally omits to recite "Bismillah" when slaughtering an animal, the animal will also be regarded to be carrion

even though the slaughterer is a Muslim. A pig can never become Halaal or pure even if it is slaughtered like other animals are slaughtered.

In the above hadith of Hadhrat Jaabir (رضي الله تعالى عنه), Rasulullah (صلى الله عليه وسلم) cursed the Jews for selling Haraam fat in a disguised form. It is clear from this hadith that something Haraam cannot be regarded as Halaal by changing its appearance or label or by chemically beautifying it; even though it may be given a sweet scent or different colour. It is common nowadays for people to change the appearance or names of Haraam things. Such schemes will not alter the forbidden status of these things. They will remain Haraam just as interest will not become Halaal by Terming it as a profit.

The Instruction to Adopt Honesty and Trustworthiness in Business Dealings

Hadhrat Abu Sa'eed Khudri (رضي الله تعالى عنه) reports that Rasulullah (صلى الله عليه وسلم) said, "The truthful and trustworthy businessman will be amongst the Ambiya (عليهم السلام), the Siddiqeen and the martyrs on the Day of Qiyaamah." {Tirmidhi}

This hadith conveys a great glad tiding to businessmen, telling them that when they adopt honesty and trustworthiness in their businesses, they can reap tremendous rewards while earning their living. Hadhrat Rifaa'ah (رضي الله تعالى عنه) narrates that businessmen will be raised on the Day of Qiyaamah with wretched people, except for those businessmen who were abstinent, adopted piety in their deeds and remained truthful. This hadith mentions the general

plight of businessmen as being grave because businessmen are generally guilty of taking false oaths and lying to their customers. One will commonly hear businessmen falsely saying, "I paid a high price for the goods" or "this is the price it sells for." Of course, those businessmen who adopted piety in their businesses will be excluded from this terrible plight on the Day of Qiyaamah.

Many businessmen deceive their customers by having their suppliers make out an invoice that states an inflated figure. They then show this to the customer, telling him that they purchased the item at the price reflected on the invoice. Showing this deceptive cost price to the customer, they tell him, "how can I sell this item to you below my cost price? There are till transport costs that I had to pay in addition to this." This deception is Haraam. The supplier who made out the deceptive invoice will also be guilty of the sin.

It is also Haraam to tell a customer that the goods are new whereas they are old or vice versa. Similarly, it is also a sin to tell a customer that an item is a product of a certain country when it is not. Some businessmen even stamp false labels on products to make it appear that these were manufactured in countries where they were not made. Such acts are misleading and Haraam.

The Sin of Taking Oaths to Sell Goods

Hadhrat Abu Hurairah (رضي الله عنه) narrates that Rasulullah (ﷺ) said, "Oaths sell goods but destroy blessings." {Bukhari and Muslim}

Hadhrat Abu Dharr (رضي الله تعالى عنه) reports that Rasulullah (صلى الله عليه وسلم) said to him, "Allaah will not speak (affectionately) to three persons on the Day of Qiyaamah, nor will He look at them (with mercy) nor purify them." Thereupon, Hadhrat Abu Dharr (رضي الله تعالى عنه) remarked, "Evil is their plight! What a loss do they suffer! Who are these people?" Rasulullah (صلى الله عليه وسلم) replied, "One is the person whose garments hang below his ankles. The other is the person reminds people of the favours he did for them, and the third is the person who sells his goods using false oaths." {Muslim}

Hadhrat Qais (رضي الله تعالى عنه) relates that Rasulullah (صلى الله عليه وسلم) once addressed them saying, "O traders! Verily oaths and futile talks take place in business. Therefore, maintain a constant mixture of Sadaqa." {Abu Dawood}

Businessmen should therefore exercise the utmost caution when trading. They should never take oaths to sell goods, neither should they exaggerate when describing their wares or ascribe attributes to their goods which are not found. However, it occurs that even those traders who are cautious of these matters will find themselves guilty of futile talk and taking oaths. To defray the ill-effect of this absentmindedness, traders should ensure that they continuously give Sadaqa.

The Sins of Deceiving, Mixing Goods and Breaching a Trust

Hadhrat Abu Hurairah (رضي الله تعالى عنه) reports that Rasulullah (صلى الله عليه وسلم) once passed a heap of grain that was for sale. When Rasulullah (صلى الله عليه وسلم) thrust his hand in the heap, he felt that they were wet inside. He then

asked the salesman, "what is this?" He replied, "O Rasulullah (ﷺ)! Rain got to it (therefore, the inside is still wet while only the outside dried)." Rasulullah (ﷺ) asked him why he did not place the wet portion on top so that people would know that it is wet. Rasulullah (ﷺ) then added, "The one who deceives us is not from me (i.e. has no relationship with me and not one of my sincere followers)." {Muslim}

Rasulullah (ﷺ) used the Arabic word "ghasha" at the end of the hadith. This word denotes deception, breaching of a trust and pulling wool over people's eyes. This would therefore refer to all methods employed in business to mislead a customer, like mixing the goods with things of inferior value to lend quantity to it, to conceal a fault in the commodity, etc.

Hadhrat Waathila bin As'qah (رضي الله عنه) narrates that Nabi (ﷺ) said, "Whoever sold a defective item without disclosing the defect to the customer, then he (the seller) shall continuously remain under Allaah's wrath (or, according to another narration) the angels will continue cursing him." {Ibn Majah}

Hadhrat Abu Hurairah (رضي الله عنه) reports from Rasulullah (ﷺ) that Allaah says, "I am the third of two transacting partners as long as long as one does not cheat the other. As soon as one cheats the other, I leave the two of them." {Abu Dawood}

This hadith means that as long as the buyer and seller deal honestly with each other, Allaah shall continue to assist them and bless their wealth. However, as soon as any of them cheats or deceives the other in any way, Allaah withdraws His assistance and blessings because Shaytaan has now crept between the two. The Arabic word "khiyaanah"

(translated above as "cheat") refers to any act that contradicts trustworthiness.

All Forms of Gambling are Haraam

Hadhrat Abu Hurairah (رضي الله عنه) reports that Rasulullah (ﷺ) forbade trade that is conducted by throwing stones and all deceptive trade. {Muslim}

"Trade that is conducted by throwing stones" refers to a practice of the Arabs in the past when a buyer would throw a stone into a shop and become the owner of whatever item the stone strikes. He would then have to pay whatever amount the seller stipulates, be it small or big. The transaction would therefore be concluded on an item that has not been specified from the beginning. There are many other forms of gambling of this nature that occur in business, which are to the detriment of either the buyer or the seller. The Muslim jurists have termed such transactions as "Mukhaatara" because a person can neither be certain about the nature of the goods nor the quantity. One of the parties involved stands to lose something in the process and is therefore Haraam. It is indeed unfortunate that such deals are becoming increasingly common nowadays.

Selling Fruit

Hadhrat Ali (رضي الله عنه) reports that Nabi (ﷺ) forbade them from purchasing the goods of a desperate person, from deceptive trade, and from selling fruit from a tree before the fruit is ready to be used. {Abu Dawood}

The "desperate person" mentioned in the hadith refers to a traveller who is forced to sell some of his possessions because he lost his wealth in a robbery or another calamity. Such a person should be assisted without taking his possessions. However, if his possessions have to be sold, the buyer should not exploit the desperation of the traveller to secure a lower price. If the buyer cannot pay higher than the asking price, he should at least pay the original asking price.

Fruit may only be sold when they can be put to use. It is forbidden to transact a sale while the fruit has not yet grown to this degree.

Selling something that is not in One's Possession

Hadhrat Hakeem bin Hizaam (رضي الله عنه) narrates that he once asked, "O Rasulullah (ﷺ)! A person wants to buy something from me which I do not have in my possession. (When the transaction is concluded) I purchase the item from the marketplace (and sell it to him)." Rasulullah (ﷺ) said; "do not sell anything that is not in your possession." {Mishkaat}

This hadith teaches us a fundamental principle of trade. It is common practice nowadays for people to sell an item many times over when the goods are still on board a cargo ship that has not even reached the docks. Such a practice is forbidden in the Shari'ah and regarded as an invalid transaction. Similar will be the case of fruit that is sold years before they have grown.

It may occur that a person tells a buyer that he has set up a trap and will sell to the buyer all the birds that

will be caught in the trap for a stipulated price. In a similar case, a fisherman may propose to a buyer that he will sell to him all the fish that are caught in the net he has cast for a stipulated price. Both these transactions are forbidden and regarded as invalid in the Shari'ah.

Governments sometimes lease a portion of the coast to fishermen with the understanding that they will pay the government a certain sum for the fish that catch there within the period of the lease. This transaction also contravenes the Shari'ah because the fish in the sea or in a river is not the property of anyone and can therefore not be sold until it is caught.

It is not permissible for a buyer to resell an item before taking possession of the same. Hadhrat Abdullaah bin Umar (رضي الله تعالى عنه) relates that some people used to purchase grains from the upper part of the marketplace and sell it there and then. Rasulullah (صلى الله عليه وسلم) stopped this practice saying, "when anyone purchases grain he may not resell it until he takes possession of it." {Mishkaat}

With regard to the above hadith, Hadhrat Abdullaah bin Abbaas (رضي الله تعالى عنه) says, "I believe that this law applies to all goods besides grains as well." {Mishkaat}

Selling Goods by Weight and Measure

Hadhrat Ubaadah bin Saamit (رضي الله تعالى عنه) narrates that the Nabi (صلى الله عليه وسلم) said, "Gold for gold, silver for silver, wheat for wheat, barley for barley, dates for dates and salt for salt may only be bartered in directly proportional amounts and with one hand giving while the other hand is receiving at the same time. If the

type of commodities being bartered are different, you may barter as you please (i.e. with varying quantities from either party) on condition that the transaction is hand to hand and immediate." {Muslim}

Hadhrat Abu Sa'eed Khudri (رضي الله عنه) has narrated a similar hadith in which Rasulullah (ﷺ) adds, "(When the commodities are alike) the person who demands more or pays more, then he has indulged in a usurious transaction." {Muslim}

The hadith of Hadhrat Ubaadah bin Saamit (رضي الله تعالى عنه) mentions six commodities. According to Hadhrat Imaam Abu Haneefa (رحمه الله تعالى), some of these commodities used to be sold by weight during the time of Rasulullah (ﷺ), while others used to be sold by measure. Therefore, even though the bartered commodities are items other than the above six, they should be bartered in exactly corresponding quantities when the type is the same. It is not permissible for either party to give or take more or less than the opposite party. In this case it is also not permissible for one party to pay his share at a later stage. However, if each party has a different commodity, it is permissible for the quantities to differ as long as the transaction is concluded before the two separate.

RULING: The quality of a commodity will not be taken into consideration when two persons are bartering a commodity of identical type. Even if new gold is bartered for old gold, new silver for old silver or first grade dates are bartered for third grade dates, it is incumbent for the quantity to be the same from both ends. If such an exchange needs to be done, one person should purchase the commodity from the other in exchange for money, whereafter the other should use the money to purchase from the first person.

The Detriment of Cheating in Weight and Measure

Allaah says in Surah Mutaffifeen, "Woe to the cheaters. Those who, when they take measure from mankind, demand in full. But if they measure people or weigh for people, they cause them loss. Do such men not consider that they will be raised again? Unto an awful day; the day when all of mankind will stand before the Rabb of the universe." {Surah 83, verses 1 to 6}

These verses of the Qur'aan express the severity of the sin of cheating people when weighing and measuring. People are often found guilty of under weighing merchandise and devising methods whereby their scales reflect a higher weight than it should. Allaah reminds such people about the Day of Qiyaamah when they will realise the folly of their ways and pay for it. People should contemplate about the fact that the consequences of deceiving others and plundering their rights shall have to be faced in this world as well as in the Hereafter.

Hadhrat Abdullaah bin Abbaas (رضي الله تعالى عنهما) has narrated that Rasulullah (ﷺ) once addressed some traders involved in weighing and measuring. He told them that certain previous Ummahs were destroyed because of this occupation (i.e. when they were dishonest). {Tirmidhi}

The nation of Hadhrat Shu'ayb (رضي الله تعالى عنه) initiated the practice of cheating in weight and measure. They refused to desist from this evil practice despite his efforts to advise them. They were eventually destroyed when Allaah's punishment struck them. This episode is described in Surah Shu'araa.

Hadhrat Abdullaah bin Abbaas (رضي الله تعالى عنه) has narrated that the sustenance of people who cheat in weight and measure is cut (i.e. diminished or deprived of blessings). {Mu'atta of Maalik}

The Shari'ah forbids giving a customer less than what he is paying for. In fact, Rasulullah (صلى الله عليه وسلم) has instructed us to rather give a little extra. Rasulullah (صلى الله عليه وسلم) was once passing by a person who was employed to weigh goods for a trader. Addressing him, Rasulullah (صلى الله عليه وسلم) said, "Weigh and add to the weight." {Abu Dawood and Tirmidhi}

Prohibition from Withholding Grains during Times of need

Hadhrat Umar (رضي الله تعالى عنه) narrates that the Nabi (صلى الله عليه وسلم) said, "The one who brings goods (from out of his town to resell) shall be sustained and the one who practises 'Ihtikaar' is cursed." {Ibn Majah and Daarmi}

"Ihtikaar" refers to stockpiling staple grains and refusing to sell it to people during times of need so that it may be sold at a later stage when prices will be higher. Such people are cursed because their only concern is to increase their personal wealth and they have no compassion for the general public.

Hadhrat Umar (رضي الله تعالى عنه) has also narrated that Rasulullaah (صلى الله عليه وسلم) said, "Allaah will inflict the punishments of leprosy and poverty on the person who withholds staple grains from the Muslims." {Ibn Majah}

Hadhrat Mu'aadh (رضي الله تعالى عنه) reports that Nabi (صلى الله عليه وسلم) said, "Evil is the person who withholds grains from people (during a time of need) and (whose nature is

such that he) is distressed when prices fall and exuberant when prices rise." {Mishkaat}

Amounts Taken in Excess of the Loan given will be interest

It is only permissible to claim from a debtor the amount that was originally lent to him. Whatever excess is claimed will be regarded as interest; irrespective of whether the excess was agreed on verbally, in writing or intended in the heart. Everyone is well aware of the fact that interest is Haraam. In fact, whatever benefit a creditor derives from the wealth of a debtor will also be regarded as interest. The Muslim jurists have stated the following rule: "Every loan that earns a profit is interest."

Hadhrat Anas bin Maalik (رضي الله تعالى عنه) narrates that Rasulullaah (ﷺ) said, "When any person gives a loan to another, whereafter the debtor presents a gift to the creditor, or offers him a lift on his conveyance, the creditor should not accept the lift or the gift. He may only accept these if the two used to exchange gifts before the loan."

Hadhrat Abu Hurairah (رضي الله تعالى عنه) reports that he once met Hadhrat Abdullaah bin Salaam (رضي الله تعالى عنه) when he arrived in Madinah. Hadhrat Abdullaah bin Salaam (رضي الله تعالى عنه) told him, "You live in an area where interest is common. Therefore, if your debtor brings to you chaff, a bundle of wood, or even some grass, do not accept this because it is interest." {Bukhari}

It has been reported about Hadhrat Imaam Abu Haneefa (رحمه الله تعالى) that when he collected a debt from any debtor, he did not even stand in the shade of

a wall belonging to his debtor so that the benefit of shade should not become interest.

Deriving any Benefit from a Pawned Article is regarded as Interest

RULING: When a person leaves any item as a pawn (called "Rahan" in Arabic) with a creditor, it is done so that the creditor may be assured that the debtor will honour his debt. In this way, the debtor will be concerned about repaying the debt so that he does not lose the article he pawned. When the debtor is incapable of paying the debt, the creditor may sell the item to recover his debt. If the pawned article fetches higher than the debt, the excess will have to be returned to the debtor. The details of "Rahan" may be found in the books of Islamic jurisprudence.

It is not permissible for the creditor to derive any benefit from the pawned article because this will be regarded as interest. It is common in certain places that a creditor lives in the pawned house of his debtor and also collects the debt in full. This practice is Haraam because it constitutes interest.

RULING: When accepting a pawned article, some creditors stipulate the clause that the transaction will be regarded as a sale if the debtor does not pay the debt within a specified period. Such a clause is invalid in the Shari'ah. Even if it is agreed upon, the transaction will remain one of "Rahan" when the debtor fails to pay within the period.

Pay the Empolyee Quickly and Pay in Full

Hadhrat Abdullaah bin Umar (رضي الله عنه) narrates that Rasulullaah (ﷺ) said, "Pay the employee even before his perspiration dries." {Ibn Majah}

Hadhrat Abu Hurairah (رضي الله عنه) reports from Rasulullaah (ﷺ) that Allaah will Himself be a plaintiff against three persons on the Day of Qiyaamah. These will be:

1) The person who took a pledge in Allaah's name and then breached the pledge.
2) The person who sold a free person as a slave and devoured the profit.
3) The person, who employed someone, extracted the required labour from him and then did not pay his wages. {Bukhari}

These Ahadeeth emphasise the importance of paying one's employees quickly and in full. The second hadith also highlights the grave sin of breaching a pledge and selling people as slaves when they are not slaves. The practice of people in certain areas is therefore Haraam who sell their daughters to others and those who sell their sons as labourers.

Auctions

It is permissible to hold a public auction to sell goods. The Islamic jurists ("Fuqahaa") refer to auctions as "Bay'u min Zeed". Rasulullaah (ﷺ) once auctioned a piece of sackcloth and a cup to the Sahaaba (رضي الله عنهم) saying, "Who will buy these two items?" Someone said, "I will buy them for one Dirham."

Thereupon, Rasulullaah (ﷺ) said, "Who will buy them for more than one Dirham?" When another Sahaabi offered to pay two Dirhams, Rasulullaah (ﷺ) sold it to him. {Abu Dawood and Tirmidhi}

However, the practice of selling the item only to the final bidder is incorrect in terms of the Shari'ah because the seller still reserves the choice of selling it to him at the end or refusing to sell. It is also wrong for the seller to pay the final bidder when he decides against selling the article to him. It is Haraam for the bidder to accept the money.

Hiring Out a Stud Animal

Hadhrat Anas bin Maalik (رضي الله عنه) reports that someone once posed a question to Rasulullaah (ﷺ) saying; "we do not have many animals. What do you say if we hire out our animal to others who have female animals so that he may mate with them?" When Rasulullaah (ﷺ) forbade this, he posed a further question saying, "O Rasulullaah (ﷺ)! Is it permissible for us to accept the gifts that people give us for allowing our stud to mate with their animals?" Rasulullaah (ﷺ) permitted accepting such gifts.

The Virtus of Cancelling the Transaction of Remorseful Customer

Hadhrat Abu Hurairah (رضي الله عنه) narrates that Rasulullaah (ﷺ) said, "On the Day of Qiyaamah, Allaah will revoke the sins of that person who revokes the transaction of a Muslim." {Abu Dawood and Ibn Majah}

This hadith means that if a person sold an article perhaps forgetfully or because of a pressing need and then regretted the sale, it will be an act of great virtue for the buyer to return the article and reclaim the price. It is not incumbent on the buyer to return the article because the transaction was already concluded. However, should he take pity on the remorseful seller and revoke the deal by returning the article, he will be immensely rewarded and pardoned for all his sins. The same will apply on the converse if the buyer regrets purchasing the article and requests a refund from the seller. In this case, the seller will be tremendously rewarded for revoking the deal and refunding the buyer.

Good Advice

Hadhrat Naafi (رضي الله تعالى عنه) reports that he used to take his merchandise from Shaam (Syria) to sell in Egypt. When it once occurred to him to rather take his merchandise to sell in Iraq, he sought advice from Hadhrat Aa'isha (رضي الله تعالى عنها). Hadhrat Aa'isha (رضي الله تعالى عنها) advised him not to do so because she had heard Rasulullaah (ﷺ) say, "When Allaah fixes a particular means of sustenance for a person, Allaah will not change it till the person himself leaves it." {Ahmed and Ibn Majah}

This advice means that a person should not change his means of earning unless adverse situations force him to do so e.g. unfavourable conditions arise; the safety of his merchandise is at risk, etc.

